

The Solicitors Journal.

LONDON, JANUARY 31, 1885.

CURRENT TOPICS.

MR. JUSTICE KAY has this week become alive to the fact that it will be necessary for him to accept a transfer of some causes from the lists of one or more of the other chancery judges. He has called the attention of the bar to the cases remaining in his list, which, in fact, number fewer than forty, and has asked them to estimate how long these are likely to last. Unless the learned judge makes up his mind at an early date, he is likely to find himself in a condition of enforced leisure from having no causes to try. A large portion of his remaining actions are, from one cause or another, not ready to be tried, and are marked to stand out of the paper; and, as those so marked are principally the earliest set down, the later ones will possibly come into the same category by reason of their being brought forward earlier than was expected. In case of a transfer of causes to Mr. Justice KAY, the causes transferred will have a day fixed, before which they are not to be in the paper, in order to give time to the parties to prepare their briefs and instruct counsel.

THE REPORT of the United States Committee of Congress, recommending, in connection with a Bill referred to them, the prevention of the holding of land in the United States by aliens, is a document of the greatest international importance. It was not until 1870 that the Naturalization Act (33 Vict. c. 14) allowed real property in this country to be "taken, acquired, held, and disposed of by an alien in the same manner as if he were a British subject." Prior to 1870 the law was, under 7 & 8 Vict. c. 66, that an alien could hold a twenty-one years' lease of land, but no more. The law of other countries appears, for the most part, to be regulated by treaty; but there is no doubt that the majority of jurists and text-writers favour the liberal view of the matter. See, for instance, Halleck's International Law, vol. 1, p. 160; Wheaton's International Law, s. 82, p. 138. A good example of the modern view of the matter is to be found in Mr. Dudley Field's "Outlines of an International Code," published at New York in 1876. The distinguished author there proposes, by article 334, that, "subject to the right of eminent domain [i.e., the right of the State to resume possession, for the public use, with compensation to the owner, which right attaches to the land of citizens as well as of aliens], a foreigner, equally with a member of the nation, may take, hold, transfer, and otherwise dispose of property moveable or immoveable." The desirableness of removing all disabilities of aliens in respect to the tenure of real property was recognized by the United States in a treaty with France in 1853. But the enormous tracts of land which, in some countries, may be had for next to nothing, and the enormous capital which may be the means of throwing all these tracts into one alien hand, may well suggest to jurists of all countries the desirability of entertaining the question whether some limit might not be imposed upon the amount of land to be held by aliens. By the law of England, an American millionaire could buy a large part of a Scotch county and turn it into a deer forest, while by the present law of the United States millions of acres may be owned by English companies, and controlled and managed for the mere purpose of earning dividends for English shareholders.

WE DRAW ATTENTION, before the Remuneration Order came into operation, to the singularly meagre and unsatisfactory character of

its provisions as to the charges for leases, and in particular to the circumstance that there was no statement as to whether the scale fee in Schedule I, Part II., was to cover both an agreement for a lease and a lease subsequently prepared in pursuance of the agreement, or to which of them it was applicable. Rule 2 (b.) provides that, "In respect of leases AND agreements for leases . . . the remuneration of the solicitor having the conduct of the business is to be that prescribed in Part II. of Schedule I." Part II. of Schedule I. is headed "Scale of Charges as to Leases or Agreements for Leases at a Rack Rent," but it only provides a scale fee for "lessor's solicitor for preparing, settling, and completing lease and counterpart." The question of the meaning of these provisions was raised last Friday before Mr. Justice CHITTY, in the case of *In re Hickley and Steward*, which will be found reported elsewhere, but the circumstances were such that the decision cannot be said to settle the question of the remuneration to which a solicitor who prepares an agreement for a lease and a subsequent lease is entitled. The facts in *In re Hickley and Steward* were that, before the Remuneration Order came into operation, the solicitors of a lessor prepared a building agreement, having scheduled to it a form of the lease to be granted on the completion of the buildings agreed to be erected. After the Order came into operation the solicitors prepared a lease in the form scheduled to the agreement. They delivered a bill charging for the preparation of the agreement according to the old system, and for the lease according to the scale in Schedule I, Part II. Mr. Justice CHITTY held that, as the substantial part of the work involved in the preparation and settling of the lease had been done before the commencement of the Remuneration Order, when the agreement containing the scheduled form of lease was prepared, the solicitors were not entitled to the scale fee for the lease, and that their charges for it should be taxed according to the old system as altered by Schedule 2. This, we presume, is an application of the decision in *In re Lacey* (32 W. R. 233, L. R. 25 Ch. D. 301), where the Court of Appeal laid it down that the scale fees in Schedule I, Part I., only applied where the solicitor had substantially done all the work mentioned in the scale as being that for which the fee is allowed. We do not know whether Mr. Justice CHITTY's decision is to be appealed, but we think it might very well be contended that there is a great difference between Part I. of Schedule I., which provides a fee for the specific items of "deducing title and perusing and completing conveyance (including preparation of contract)," and Part II. of Schedule I. which provides a fee for the extremely general item of "preparing, settling, and completing" a lease. A solicitor who (as in *In re Lacey*) had not performed the very onerous duties of preparing a contract and deducing title might be held not to have substantially earned the scale fee; but it by no means follows that a solicitor who prepares and completes a lease and counterpart from a form scheduled to a previous agreement has not earned the scale fee for preparing, settling, and completing a lease and counterpart. Looking at the matter from a common-sense point of view, what is the difference between the labour of a solicitor's clerk who, preparing a lease under an agreement providing for a lease with the "usual covenants," copies out the draft lease from a form of "lease with usual covenants" in a precedent book, and a solicitor's clerk who, preparing a lease under an agreement containing a scheduled form of lease, copies out the draft lease from the schedule to the agreement? In each case the terms of the lease are about equally clearly ascertainable, and in each case the draft is sent for approval. The substantial work in each case appears to be practically the same, yet, according to Mr. Justice CHITTY, the solicitor is, in the one case, entitled to the scale fee, and in the other only to payment according to the old system as altered by Schedule 2. The question of the remuneration to which a solicitor who, after the commence-

ment of the Remuneration Order, prepares, first, an agreement for a lease with a scheduled form of lease, and, afterwards, a lease in pursuance of the agreement, is entitled, was, of course, not expressly decided in the recent case. We believe that, according to the general practice, solicitors have, in such cases, charged for the agreement according to the old system as altered by schedule 2, and for the lease according to the scale in Schedule I., Part II. But, if Mr. Justice CHITTY is right, this practice is wrong in all cases where the agreement contains a scheduled form of lease; for the substantial part of the work, in respect of which the scale fee is allowed, is done when the agreement is prepared. Either, therefore, the solicitor must charge the scale fee for the agreement, and charge for the subsequent lease according to the old system as altered by Schedule 2, or must charge both for agreement and lease according to the old system as altered by Schedule 2. Which course is to be adopted? It would be very convenient if some authoritative ruling could be obtained on this important question.

THE READER will find in another column a letter from a correspondent signing himself "X. Y. Z.," which suggests some curious questions; and these naturally seem to us not to be the less interesting and important from the fact that they illustrate some points upon which we have frequently insisted in these pages. It is highly probable, for example, that the accretions which are gradually growing up round the case of *Dance v. Goldingham* were not clearly present to the minds of the learned judges who decided that case; and now comes the suggestion that the last word has by no means been heard upon the subject, and that, by a very plausible construction, the concessions which have already been made to the court's finely-spun sentiments of equity, may be found to require considerable extensions. In the case of *The Mayor and Corporation of Bristol v. Cox* (33 W. R. 255), cited by our correspondent, these questions have not yet arisen; for at the stage of the proceedings with which the report deals, the only question was whether certain documents were privileged from production. But since that case arose out of disputes relating to the stringency of certain conditions of sale used in sales of public lands by the corporation, and since it is quite possible to regard a corporation, when selling public lands, in the light of trustees for the ratepayers, whose pockets are immediately interested in the proceeds of the sale, there remains the further possibility, that the insertion of exceedingly stringent conditions of sale may be thought by some persons to come within the doctrines of *Dance v. Goldingham* and *Dunn v. Flood*, and thus to invalidate the contract in which they occur. Upon this point, which, for aught we know, may at a future day be *sub judice*, we refrain from expressing any opinion. But the mere prospect teaches a valuable lesson. The tendency of all institutions at the present day is towards flabbiness, and some traces of the universal foible may, perhaps, be detected in the administration of the law. The desire that "substantial justice" may always be done, that a "hard case" shall never occur, and that naughty persons who obstinately stand upon their legal rights shall find themselves outwitted by the astuteness of the Themis with whom they have to deal, are natural and even laudable. Such considerations have always been of weight; and, where they are entirely neglected, the law acquires a repulsive aspect of hidebound rigour. But, when they are carried to excess, the result may be to inflict unmerited damage upon a dozen innocent persons, merely to save some blunderer from the natural consequences of his own actions. If the principles of *Dance v. Goldingham* and *Dunn v. Flood* are to be imported into all dealings with tenants for life under the Settled Land Act, who, by section 53, are placed in the position of trustees for all parties entitled under the settlement, a very pretty field will be opened for their further development. And the doubt which must always exist (until the point has been decided by fresh litigation) whether trustees can effectually protect themselves by inserting a condition of sale, expressly designed to obviate the difficulty—which might itself be construed as only a fresh breach of trust, and therefore incapable of affording them any fresh protection—gives to the subject a further and almost superfluous claim upon the reader's attention.

ATTENTION HAS BEEN CALLED to the fact that the authors of the explosion at the Tower have committed a felony punishable by

death under 12 Geo. 3, c. 24, which enacts that "if any person shall set on fire, or burn, or otherwise destroy" any place where military stores are kept, "he shall be adjudged guilty of felony, and shall suffer death, without benefit of clergy," and that this statute is not repealed. That the Act is unrepealed is certain, and it may be observed that it applies to persons aiding and abetting in, as well as to persons committing, the offence (see Stephen's Dig. Crim. Law, art. xlvii.). This particular offence, together with treason and piracy and murder, are the only offences remaining capital by English law. Capital punishment was abolished for a long list of crimes by 7 & 8 Geo. 4, c. 28, s. 6, and 7 Will. 4 & 1 Vict. c. 91, but this crime is not one of them, and, considering the care taken by those concerned in this kind of legislation, it may be taken to have been omitted on purpose. Be that as it may, the offence committed at the Tower, if part of the building was "set on fire" by the act of the offenders, is a hanging matter for all directly or indirectly concerned therein. It is material to point out, however, that there would be no obligation upon the court to pronounce sentence of death, similar to that which exists in the case of murder. Such is the effect of the curious and almost obsolete Act 4 Geo. 4, c. 48, which was much used in the short interval which elapsed between the passing of that Act and the passing of 1 Vict. c. 91, but since then has fallen into disuse as unnecessary. By this statute it is enacted that, "whenever any person shall be convicted of any felony, except murder, and shall by law be excluded the benefit of clergy in respect thereof, and the court before which such offender shall be convicted shall be of opinion that, under the particular circumstances of the case, such offender is a fit and proper person to be recommended for the Royal mercy, "it shall and may be lawful for such court, if it shall think fit so to do, to abstain from pronouncing judgment of death, and instead of pronouncing such judgment, to order the same to be entered of record," and it is added, by section 2, that the record of every such judgment so entered shall have the like effect as if the judgment had been pronounced in open court, and the offender had been reprieved by the court. Should, therefore, a prosecution be instituted under 12 Geo. 3, c. 24, and the offender be convicted, the judge who tries the case has an absolute discretion to prevent the capital punishment from being inflicted. If such discretion should not be exercised in favour of the prisoner, it would, of course, be in the power of the Crown to commute the capital punishment in this and other cases.

ANOTHER STEP has now been taken by the authorities of the Royal Household for the enforcement against unauthorized tradesmen of the provisions of section 106 of the Patents, &c., Act, 1883, whereby the use of the Royal Arms in connection with any business in such a manner as to lead people to believe that the person using them is carrying on his business by or under the authority of her Majesty, or any of the Royal Family, or any Government authority, without his having in fact such authority, exposes the person using them, on summary conviction, to a fine not exceeding £20. This new step is the publication in the *London Gazette* of the 27th inst., of a list of tradesmen who hold warrants of appointment from the Lord Chamberlain with authority to use the Royal Arms, signed by the Comptroller of Accounts, and a similar list of tradesmen appointed by the Mistress of the Robes, signed by the Clerk of the Robes. Before the Act was passed we deprecated the enactment of this section as a part of it, and now that it has been passed we regret to see that it appears to be used in a harsh and oppressive way, and one which does not appear, at all events in the opinion of the Solicitor-General, to be warranted by the Act of Parliament. The section came into operation with the rest of the Act on the 1st of January, 1884; on the 19th of February, 1884, the Lord Steward issued a notice, which was published in the *London Gazette* of the 22nd, warning tradesmen against using the Royal Arms without authority, and we then expressed the opinion that the notice was not in the terms authorized by the Act of Parliament, and that it appeared to indicate an intention to attempt to put in force the section in cases in which it was absolutely a matter of no consequence to any one whether the Arms were used or not. The views which we then expressed were shortly afterwards confirmed by a letter from the Board of Trade, and an answer given by the Solicitor-General to a question in the House of Commons, both

dated in April, 1884, and published at p. 805 of our last volume, in connection with a communication from a correspondent. Nevertheless, a circular was issued by the Lord Steward in September, 1884, repeating, with some variations, the threats held out by the previous notice, and proceedings were taken against two or three tradesmen who had, indeed, used the Royal Arms without the authority specified in the Act, but not, so far as appeared, in such a manner as to lead to the consequences equally specified in the Act as essential to the commission of an offence. The cases were practically undefended, and it does not appear likely that the question whether the provisions of the Act have, in any particular case, been transgressed will be considered elsewhere than in a police-court. Now the further step is taken to which we have already referred. We can only repeat our opinion that proof that the use of the Arms is calculated to lead persons to believe that the person using them without authority is, in fact, using them by authority, must be adduced and substantiated before an offence can be made out, and in support of this view we refer again to the Solicitor-General's opinion before mentioned. Apart from the legal point, there can be little doubt that the Household authorities are giving most absurd prominence to a very trivial matter, and are putting into force against one class of persons an enactment which was believed, at the time when it was passed, to be aimed at quite a different class of persons.

TRUSTEE VENDORS AND THE UNDERTAKING FOR SAFE CUSTODY OF DEEDS.

SINCE section 9 of the Conveyancing Act, 1881, came into operation, there have been the proverbial three courses open to a practitioner acting on behalf of trustee vendors. He might either (1) refuse to allow his clients to give the statutory undertaking; or (2) allow them to give it; or (3) allow them to give it in a qualified form. Each of these courses has had the support of high authority.

The first was recommended by Messrs. Wolstenholme and Turner, who laid it down in the first edition of their book on the Conveyancing Acts (p. 34) that a trustee "should only give the acknowledgment, and not the undertaking"; and in their third edition (p. 47) repeat the statement. Mr. M. G. Davidson also, in the thirteenth edition of the well-known "Concise Precedents," has a note stating that, "in the opinion of the present editor, a trustee or mortgagee cannot be required to give an undertaking for safe custody" (p. 528, note (a)).

The second course was advocated by Messrs. Prideaux and Whitcombe, for a reason which will be best explained by quoting a passage which appeared in the eleventh and twelfth editions of their Precedents. "It is apprehended that a vendor retaining deeds, whether he is beneficial owner, or a trustee for sale, is, under the recent Act, bound to give to the purchaser an undertaking for safe custody, as well as an acknowledgment, the practice having been to include such an undertaking in the covenant for production."

The third course was, we believe, first suggested in print by Messrs. Key and Elphinstone, in the second edition of their valuable compendium of Conveyancing Precedents. They pointed out that "the statutory covenant differs from the ordinary trustees' and mortgagees' covenant in this, that the latter imposes a liability only while the covenants have the 'actual custody' of the deeds, but, under the statute, they are liable while having the 'custody or control' of them; this . . . renders the undertaking for safe custody more onerous, by making the covenants liable for the defaults of their agents, as well as their own personal defaults; and it may be proper to qualify the undertaking in this respect, in the case of trustees or mortgagees, if it is given at all. A similar course is recommended by Mr. Robbins in his fourth edition of Bythewood & Jarman (Vol. 1, p. 257)."

It should not be forgotten that the practice for trustees to enter into the covenant for safe custody is of comparatively recent introduction. It seems probable that it does not date farther back than fifty years, and we believe we are correct in saying that the question of the advisability of this addition to a trustees' covenant

for production of deeds was a somewhat moot point until Mr. Davidson gave it the sanction of his authority. But the practice had become too firmly established to be destroyed, even by the Conveyancing Act convulsion, and, so far as we can gather from our own observation, and from the information we have received from various quarters, we think it may be said that the general practice of the profession is gradually settling down into the groove marked out by Messrs. Key and Elphinstone. Trustees are allowed to give the undertaking with words added restricting their liability to their personal acts.

Strong proof of the prevalence of this view is to be found in the thirteenth edition of Prideaux's Precedents, in which the learned authors have expunged the passage above quoted, and have substituted for it the following observations:—

"It is clear that a vendor retaining deeds is bound, if a beneficial owner, to give the statutory undertaking for safe custody, as well as the statutory acknowledgment. But where he is a trustee, there is some difference of opinion in the profession as to whether he should give more than an acknowledgment. According to the practice before the Act, a trustee covenanted to produce the deeds and keep them safe, unless prevented by fire, &c., so long as they remained in his custody; and his liability to give such a covenant cannot be considered as satisfied by a mere acknowledgment, which, according to the express terms of the Act, imposes no obligation whatever in this respect. It follows that he should give something beyond the acknowledgment; but whether that something should be the statutory undertaking depends on the extent of the obligation imposed by it. On this point it is said that, under the covenant, the trustee is answerable for his personal acts only; whereas, by reason of the word 'control,' in sub-section 9, he might be held answerable under the undertaking, not only for his personal acts, but also for the negligence of his solicitor holding the documents on his behalf in the ordinary course of business. If this is so, it is apprehended that the vendor might elect to give the covenant as heretofore, instead of the undertaking, unless the purchaser is willing to have the undertaking qualified so as to make it the precise equivalent of the covenant. On the whole, considering, on the one hand, that a purchaser is entitled to have some security that his vendor, even if a trustee, shall be liable for his personal acts in regard to the deeds, and, on the other hand, that a trustee may reasonably ask to be protected by clear language from all responsibility except for his own personal acts, it is suggested that both these ends might be obtained by stipulating, in all cases of sales by a trustee, that he should give the undertaking as well as the acknowledgment, but that the undertaking should be qualified so as to make him personally liable for his own acts and defaults only, and not for those of his solicitor or agent."

We may take it that, after this defection of its chief supporters, the contention that the unqualified statutory undertaking should be used in the case of trustee vendors will be abandoned; and, as we have said above, we believe that the general practice will be to allow trustee vendors to enter into a qualified undertaking. It becomes of importance, therefore, to ascertain what exact shape the qualification should take. Messrs. Key and Elphinstone proposed the following clause at the commencement of the statutory undertaking:—

"And hereby (but as to each of them, so as to limit the personal liability of himself and his heirs, executors, and administrators under this undertaking to the period while he or they respectively shall have the actual custody of the said respective documents) undertake, &c."

Messrs. Prideaux and Whitcombe, on the other hand, suggest (Precedents, vol. 1, p. 294, 13th ed.) the addition of the following proviso at the end of the statutory undertaking:—

"But so that each of them, the said [trustees], and every other person for the time being bound by this undertaking, shall be liable thereunder for his own acts and defaults only, and not for those of any solicitor or agent holding the documents on his behalf."

The latter form seems to be the more explicit, but do not the words we have placed in italics rather go beyond the necessity of the case?

TRUSTEES' COSTS.

III.

*Refusal to convey property or transfer fund (continued).—*One of the most difficult questions trustees have to solve is, what evidence they are justified in requiring of the title of persons calling for a conveyance or transfer of trust property. If the principle of Lord Eldon's decision in *Goodson v. Ellison* (3 Russ. 583), and of the various authorities which lay it down that a trustee is not bound to take any step involving risk to himself, without the sanction of the court, could be relied on, the solution of this question would be simple enough. But nothing is clearer than that

that principle is not to be relied on; that trustees not only are punished in costs for refusing to transfer trust property where no reasonable doubt exists, but that, even where doubt exists, yet if the evidence upon which the court acts has been laid before the trustees before any proceedings were taken, they may be saddled with the costs of the proceedings rendered necessary by their refusal to act upon the evidence so offered. Thus, in *Lancashire v. Lancashire* (1 De G. & Sm. 288) there was a disputed question of pedigree, and the evidence offered by the person claiming to be entitled did not satisfy the solicitor of the trustees, but the court held that the trustees "might and ought to have been satisfied as to the pedigree, without a suit," and gave the plaintiff the costs of the suit as against the trustees. And in *Lyne v. Kingdon* (1 Coll. 184), executors of trustees were ordered to pay the costs of a suit rendered necessary by their refusal to pay over the trust fund on evidence of a person's death abroad, which the court deemed reasonable evidence. The cases of *Angier v. Stannard* (3 My. & K. 566) and *In re Cull's Trusts* (23 W. R. 850, L. R. 20 Eq. 561), to which we referred last week, also show that doubts so reasonable and *bona fide* as to lead eminent and experienced conveyancers to advise that trust property should not be transferred to the person calling for a transfer, have not availed to enable the trustee to obtain his costs of the action rendered necessary by his refusal to transfer. Looking at the observations in the judgments in the recent case of *In re Sarah Knight's Will* (32 W. R. 417, L. R. 26 Ch. D. 82), all that can be said with regard to the subject we are discussing is that, where doubt exists as to the title of the person calling for a transfer of trust property, it is not a safe course for trustees and their advisers to sit still and say to the claimant, "You must satisfy us by evidence, beyond all doubt, that you are entitled." They must take all reasonable means to satisfy themselves as to the title of the claimant; they must not be over-cautious as to evidence, and, above all, they must not allow the claimant to take proceedings to enforce his claim unless it is perfectly clear that there is substantial doubt as to whether it is well-founded.

Trustees employing different solicitors.—There is singularly little authority upon the question, under what circumstances a trustee employing, in non-contentious matters, a different solicitor from another trustee, is entitled to be recouped the costs of such employment. There can be little doubt, however, that the question would be decided according to the rules which have been laid down with reference to the severance of trustees in actions. The *onus* of proving the propriety of burdening the trust estate with two sets of costs is always thrown on the trustees. As Lord Langdale, M.R., said in *Gaunt v. Taylor* (2 Beav., at p. 347), "Where several persons are made defendants in respect of a joint fiduciary character only, or if the beneficial interest which any of them may have in the matters of the suit is in no way conflicting with their other duty, they certainly ought to answer and defend together; if they do not, and there are no special circumstances, then, according to the settled rule of the court, they will be allowed one set of costs only. On the other hand, if one has a personal interest which conflicts with his duty as trustee, or if one of several trustees can admit facts which the others believe not to be true, it then becomes impossible for them with prudence to answer together. Whether they are entitled to two sets of costs depends on the circumstances of each case. If a party creates unnecessary expense it is just that he should be deprived of his costs; and if several trustees unnecessarily sever their defences, it is right that one set of costs only should be allowed; the question always is whether there was reasonable ground for them to sever." If no reasonable ground is shown, one set of costs only is allowed; and the division of such set of costs between the trustees is frequently left to the taxing master (*Course v. Humphrey*, 26 Beav. 402; *Attorney-General v. Wyville*, 28 Beav. 464; see also *Prince v. Hine*, 27 Beav. 345); but it seems that where the court is able to determine that one of the trustees who has severed has been guilty of misconduct, and the other is innocent, the one set of costs allowed will be ordered to be paid to the solicitor of the innocent trustee (*Webb v. Webb*, 16 Sim. 55; see also the order in *Mortimer v. Pictou*, 12 W. R. 292).

The chief grounds on which a double set of costs has been allowed are indicated in the judgment of Wood, V.C., in *Cummins v. Bromfield* (3 Jur. N. S. 557). "One trustee [Bromfield]," he said, "acts alone for some time; he then has a very hostile claim

filed against him. Clearly he is entitled to defend himself by a solicitor in whom he can place confidence, and who resides near him, so as not to be put to inconvenience whenever he wishes to consult him. Then the other two trustees are naturally unwilling to join him in his defence, for they may anticipate that if the case be made out against him, they may be joined with him in the consequences of his errors. They, therefore, appoint their own solicitor, whom Mr. Bromfield was not bound to employ, especially as he resided at a distance, and it is not improbable that the additional expense in communicating with a solicitor in another part of the kingdom might have been more than was caused by Mr. Bromfield retaining an independent adviser on the spot." A double set of costs were allowed on the ground that the trustees resided in distant parts of the country in *Wiles v. Cooper* (9 Beav., at p. 299); and in *Meldrum v. Hayes* (21 W. R. 746), an executor who had severed from his co-executors—who, in spite of his remonstrances, had carried on the testator's business at a loss under a power in the will, and one of whom was found to be largely indebted to the estate—was held entitled to a separate set of costs; Bacon, V.C., saying that, "if this is the first time that an order has been made giving a trustee his costs under such circumstances as exist in this case, then I will make it now for the first time. . . . It would be the hardest thing in the world that an executor who has been desirous at all times before the disputes began to assist the estate, and who, after the disputes began, has tried to protect the estate from the ruin which was falling upon it, should be bound up with persons who took a different view on the subject, and especially that he should be bound up with Mr. Hayes, who, upon the evidence before the chief clerk, is found to have neglected his plainest duty, and to have become a debtor to the estate." The observations of Wood, V.C., in the judgment in *Hodson v. Cash* (1 Jur. N. S. 864), also support the view that a trustee is justified in severing where he finds that his co-trustee has been guilty of misconduct.

It may probably, therefore, be laid down as a rule that, in non-contentious business, where a trustee either resides in a distant part of the country from his co-trustee, or has reasonable ground for supposing that his co-trustee has been acting improperly in the conduct of the affairs of the trust, he will be justified in employing a solicitor in his own neighbourhood in whom he has confidence. There are also other grounds on which a trustee may possibly be allowed the cost of the employment of a separate solicitor—e.g., if one trustee shows an inclination to favour unduly a tenant for life, and employs a solicitor who is also employed by the tenant for life, it is conceived that his co-trustee would be justified in employing another solicitor to advise him as to the proper course to be pursued in matters connected with the trust.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

I. ORGANIZATION GENERALLY.

14.—THE SOLICITOR'S PARTNERSHIP (concluded).

WE have thus far devoted our observations on this head of our subject to what may be termed its internal aspect. In this article we propose, as indicated last week, to deal with the partnership relations of solicitors, chiefly as they affect the outside world.

It is quite impossible for each member of a firm of solicitors, whose business is of any magnitude, to be familiar with every stage of every piece of current business in the office. But, so far as may be within the limits of what is practicable, it appears to us to be very desirable that at least a broad, general knowledge of what is going on should be cultivated by every member in a firm, whether the particular matter is under the actual personal charge and conduct of Mr. A., Mr. B., or Mr. C. Several reasons suggest themselves in favour of this view. In the first place, a client has a natural tendency to attribute a surpassing degree of importance to his own affairs, and to assume that every movement which takes place in them, through the medium of his solicitors, will be a subject of deep interest to all the partners. It will offend his sense of personal consequence if he calls and finds that, in the absence of a particular partner, no one can adequately enter into his legal emotions, or inform him of the exact position in which this or that matter stands. Hence, he may nourish a sense of imaginary neglect, and, if so, the tie which binds him to the firm will be proportionately weakened. The desperate straits to which a

member of a firm is occasionally driven, on an emergency, in his efforts to conceal his profound ignorance of a subject on which he is unexpectedly assailed by a client, who persists in assuming him to know all about it, are not without their ludicrous aspect to an observer of human nature; but clients must be conciliated, if possible, and this matter has its serious side.

Again, it must be remembered that the unexpected is not less wont to happen to solicitors than to other men. Sudden illness, and many other equally unforeseen causes, may have the effect of casting on one partner the burdens of another without a moment's warning or preparation. If each has pursued his separate way without heed to the direction of his partner's footsteps, the worry and trouble entailed by such an event will be increased tenfold; and, beyond this, will lie a serious risk of actual inability to do justice to clients, whose business is taken up, perhaps, at a critical stage in such circumstances. There is yet, again, another consideration of a different kind not to be lost sight of—the gain in point of cohesion, and soundness of judgment, which comes of comparison of ideas between partners, and mutual interest in each other's work. Many a solicitor would have less hasty acts and foolish letters to recall if he had paused to consult his partner.

And, if this be true in a general sense, it applies, we think, still more where a member of a firm confines himself to a special department of the firm's business, and not only eschews all other work so far as active participation in it is concerned, but absolutely knows nothing about it. Take, for instance, a case in which one partner attends solely to conveyancing matters, and another as exclusively to contentious business, and neither has any knowledge of what the other is doing. What is to happen if one of them is, for any cause, suddenly incapacitated? Efficient clerks may, no doubt, help him up to a certain point, but not beyond it; and the conditions under which he will be carrying on the firm's business in such a case may be better imagined than described. And what in a temporary emergency may be not more than a serious inconvenience will assume a much graver aspect where an existing system, such as we have indicated, is broken up by some permanent cause. Partnerships come to an end in divers ways, and a practitioner who counts on comfortably filling a particular position in a particular partnership business to the end of the chapter, and shuts his eyes to all other possible or probable eventualities, will be rash indeed, and may find himself, when he least expects it, in the position of a bird which, being under compulsion to fly, has only one feather with which to accomplish the movement. No solicitor should allow himself to become so exclusively "cabinéd, cribbed, confined" to one narrow groove of professional work as to be for practical purposes incapable of stretching his hand out an inch beyond it.

It is to be borne in mind here, again, that just as a client is often slow to understand why his business is not at the fingers' ends of every member of a firm, so in a converse sense he may be indisposed to suffer himself to be ticketed and parcelled out to this or that partner, according to the nature of the business which brings him to his solicitors. He may, for one reason or another—perhaps from mere caprice—desire to repose all his confidence in the bosom of one particular member of the firm; and in that case he will not relish being requested to go to the third door on the right if he comes to give instructions for a marriage settlement, and the second door on the left if he has been served with a writ in a breach of promise action, as if his legal requirements resembled purchases of different classes of articles at the Civil Service Stores. We are not saying that he would really have a substantial ground of offence, but are now addressing ourselves to the subject from the point of view that, in the conduct of a solicitor's business, he has to take into account the undeniable circumstance that his clients will not all be reasonable, patient, or easy to satisfy.

We are well aware that, so far as the "solicitor and client" aspect of the matter is concerned, there exist in the aggregate many firms of solicitors who have reached, it may be many generations since, a degree of professional celebrity and importance which places them beyond the pale of such considerations as we have suggested. These can well afford to conduct their business in their own way, and a client who does not relish that way will speedily discover that his alternative is extremely simple and easy to comprehend. But these represent, after all, but a very small minority as compared with the number of those practitioners who plod along, humbly earning their exiguous crust in the wake of their more successful brethren, and are fain to confess, to themselves at least, that the loss of a client is no laughing matter. It is this latter class—the rank and file, whose ambition does not soar much beyond a good-conduct stripe, as distinguished from the decorated and plenteously-rewarded field-marshal—that we have in mind when we venture, in this as in previous articles, to dwell on the practical importance of studying attentively, always within the limits of self-respect and honourable independence of character, the convenience, the wishes, and even the weaknesses of the *genus* client.

There is a considerable diversity of practice and opinion as to the

right mode of treating the partnership relation for the purposes of letter-writing. In some firms the partners by common consent adhere rigidly to the 'partnership style' in all their letters, whether addressed to clients, or to brother solicitors or anyone else. In others there is a distinction drawn between the clients and other recipients of letters, the former being in this case usually addressed by the individual partner in his own name, and the latter in that of the firm. And in other cases there is no definite rule either way, each partner pursuing his own fancy, and being guided by his sense of what is right, or by the degree of his personal intimacy with the individual addressed, or by some other motive not always so void of guile.

Now, it is obvious that this matter lies to a large extent beyond the reach of general observations, but it does nevertheless, we think, admit of useful practical reflection. In the case of letters to a client there is something to be said on both sides. On the one hand there are many types of client, and there are some states of circumstances applicable to all clients, in which the first person singular may be adopted with advantage. For example, a lady who has communicated for thirty years with her solicitor, Mr. Smith, on all sorts of business matters, many of them of an essentially private and confidential character, will probably experience a sense of considerable discomfort and alarm if Mr. Smith's familiar signature suddenly develops into "Smith, Jones, & Robinson." On the other hand, the first principle of partnership is, or should be, community of interest. The clients should be regarded as clients of the firm, and not of any individual partner; and from this point of view it is, in sense, adverse to the interests of the firm that any client should, by reason of the mode of communication adopted, come to regard one individual member as alone taking charge of his affairs and possessed of his confidence. It appears to us that no absolutely hard-and-fast rule can with advantage be adopted as to this matter, but that the general principle which we have last enunciated should be the guiding rule, and a departure from it capable of being justified by special circumstances connected with the client or the particular business. With regard, however, to all persons other than clients, we hold it to be a sound rule, admitting only of rare exceptions, that the firm's letters should be written in the firm's name.

Where mutual confidence and good feeling exist between the partners in a firm, the point to which we have last referred presents itself only in the light of a matter, in which all have the same ultimate object in view, of doing what is the best for the firm's interests, though widely different opinions may honestly be entertained as to the right mode of attaining that end. We fear, however, that the subject is not always confined within these limits. As straws show the direction of the wind, so the conduct of a partner in a matter comparatively unimportant in itself may often serve to indicate personal designs at variance with the common interest of all. No acts are, perhaps, more calculated to produce this impression, and especially, of course, where the personal relations of the partners are strained, or circumstances point otherwise to any probability of disruption, than those which may be construed justly or unjustly to show a desire to separate the client from identification with the firm and affiliate him, so to speak, to the individual partner. Where such a desire does, in fact, exist, there is nothing to be said within the limits of our subject; but where, as is often the case, the inference is unfounded, two observations appear to us to arise. It is a grievous mistake, and one productive often of disastrous consequences, for one partner to nourish in secret suspicions against another, where the conduct of the latter may admit of innocent explanation, instead of bringing the matter boldly into the light of day, and, to use a homely phrase, 'having it out.' And, on the other hand, it is equally foolish for a partner to pursue, no matter how innocently, a course of conduct in matters, however trivial, which is capable of being interpreted in a sense adverse to his transparent loyalty and good faith. It is our belief that a disregard of these two simple principles has led to the dissolution of many partnerships, and to the existence of abiding and painful dissensions in many more.

REVIEWS.

EQUITY INDEX.

CHITTY'S INDEX TO ALL THE REPORTED CASES DECIDED IN THE SEVERAL COURTS OF EQUITY IN ENGLAND, THE PRIVY COUNCIL, AND THE HOUSE OF LORDS; WITH A SELECTION OF IRISH CASES, ON OR RELATING TO THE PRINCIPLES, PLEADING, AND PRACTICE OF EQUITY AND BANKRUPTCY FROM THE EARLIEST PERIOD. FOURTH EDITION. By WILLIAM FRANK JONES and HENRY EDWARD HIRST, Barristers-at-Law. Vol. 2. Stevens & Sons; H. Sweet; W. Maxwell & Son.

In reviewing the first volume of this work, we remarked upon the satisfactory revision of the old headings and re-arrangement of the

old cases which had been effected by the editors, and, in particular, on the care and discrimination shown by them in the selection of head-notes. These characteristics are, generally speaking, to be found in the present volume. The leading heading, "Company," which occupies over 380 pages, is a well-arranged and most complete digest of the enormous mass of decisions on that branch of law. All the points of the decisions are given, and the material facts of the cases fully stated. The only matter for criticism which occurs to us on this heading is that some cross-references would have been of service—for instance, a cross-reference "*ultra vires*" to the cases scattered under other headings might have been added. The heading "Charity" does not lend itself so readily to satisfactory general arrangement, but the classification of the cases on the so-called Mortmain Act is convenient. The present volume extends from the title "Barbadoes" to "Education."

CORRESPONDENCE.

DEPRECIATORY CONDITIONS OF SALE.

[To the Editor of the Solicitors' Journal.]

Sir,—Having regard to the decision in *Dunn v. Flood* (32 W. R. 197), would not a purchaser be justified in refusing to complete where the sale was subject to conditions similar to those which originated the action *Mayor and Corporation of Bristol v. Cox* (33 W. R. 255)?

Are not the plaintiffs in the last-mentioned action trustees for the ratepayers? X. Y. Z.

London, Jan. 27.

[See observations under head of "Current Topics."—Ed. S.J.]

"STAMPS."—OFFICIAL VIEWS AND PRACTICE.

III.

[To the Editor of the Solicitors' Journal.]

Sir,—As was the case with your last week's issue, so with the present week's, the letter you print following mine is in support of the statements in the latter. Your present correspondents ("R. & A. R.") will see that I deal with the reconveyance points touched upon in theirs, except the suggestion for a fresh statute to better provide for the case (of reconveyance duty); but *that*, oneself had decided, in opinion, from an early stage, was the legitimate way to effect the remedy, but which (as my letter in your current number shows) officially was otherwise done.

Touching "R. & A. R.'s" case of reconveyance, I have little doubt but that the office, with reference to "the total amount at any time secured," added the £1,760 and £1,507 together, and so assessed the (under their ruling) maximum duty of 10s.

As to your correspondents' remarks upon adjudications, I had penned the following comments before reading their letter, and towards the end of which it will be found I refer to, not only possible, but actual, faulty adjudications. The letters (other than my own) you have printed in your last three numbers go to show, perhaps, that there has been some recent official "stumbling."

If there really has been, possibly it has been due to a temporary weakening of the official strength in the adjudication department, but my comments in the present communication, I would remark, have not been written in view of such a circumstance existing.

To come to my comments upon *Adjudication*, it was, I would first remark, founded by section 14 of the 13 & 14 Vict. c. 97 (1850); and the late Mr. Hugh Tilsley, in one of his ably-written books, thus speaks of it:—"A new feature in the stamp laws, and one of very important character, has been introduced. The commissioners are now empowered to denote in all cases that an instrument is sufficiently stamped. . . . The only exceptions to the operation of this provision are the case of a bond or mortgage made for securing money or stock without limit. . . . The necessity for some provision of this nature, as well as the justice and propriety of it, has, at all times, been felt; and, for want of it, many and serious evils have been experienced. It is one for which not only the writer, but almost every person practically concerned in administering the stamp laws, has been an advocate."

And, in a footnote to his full remarks upon the section of the Act, Mr. Tilsley says (*inter alia*):—"It has been observed that the tribunal established by the clause is not one that will enjoy the confidence of the profession or be much resorted to. Seeing that the provision was introduced, not by the Government, but by a member of the profession, at the instance of a society representing, or professing to represent, the whole body, the remark occasions a little surprise. The suggestion would seem not to be grounded in opinion; and, as relates to the want of confidence, it is scarcely intelligible. Unlimited reliance may be placed in the certificate furnished by

means of the stamp, whether the board's decision be voluntarily submitted to, or corrected by, the superior tribunal, and whether the judgment be according to, or against, the law. The value of such certificate is inestimable."

And, as proof that the provision had been favourably received by the profession, Mr. Tilsley adds that, in the first four months of the Act being in operation, some 200 adjudications had been applied for.

To this I may add that they do increase year by year, the number during last year probably reaching 3,400. I myself, where the circumstances of the case, in my judgment, at all warrant it, advise adjudication. On the other side, it has to be borne in mind that an adjudication has not the force of a judicial decision, and that, practically, it can be adopted only for a small proportion of the tens of thousands of deeds and other instruments yearly made which attract stamp duty. The 10s. fee which was payable under the Act of 1851 ceased to be payable by the Act of 1870. But there is still an abstract of the instrument to be supplied, and three or more attendances, sometimes spread over more than a week, and this, with the rush of modern business and the many transactions that would not properly bear the cost of even the above adjudication, will for a long time to come, if not permanently, be confined to the weightier instruments, and to those raising moot points. If this be a correct forecast on my part, there would be none the less—perhaps more—reason that (known) adjudications should be capably safe to be taken as precedents as regards official views and prospective ruling. And to this end (*inter alia*) the rule of official interpretation and application of the stamp law should, I respectfully suggest, be as broad as may be, the better to arrive at well-settled views, and so that practitioners should not on occasions find that official views on given points had suffered something of a sea change. Of course, until we get to the highest tribunal, judicial decisions, in getting to that tribunal, sometimes suffer a like change. Therefore, there is nothing too surprising in the possibility (suggested in Mr. Hugh Tilsley's early remarks) of a faulty adjudication here and there; and I, myself, in a long practice, have known of at least one case of too little, and another of too much, duty being adjudged.

I could extend my remarks upon this head of adjudication, but fear I have somewhat unduly extended them already, having regard to your space.

Let me conclude this communication with the following:—I have heard it suggested that adjudications should be officially published, in, for instance, the Commissioners' Annual Report. I do not say that this is impracticable, but the probability of its ever being done is, I am quite certain, remote.

This probability is, however, in support of your suggestion that your readers should send you the results of their adjudications for insertion in the JOURNAL.

VERITAS.

COLONIAL PRACTICE.

[To the Editor of the Solicitors' Journal.]

Sir,—Can you, or any of your readers, give me any information on the following subject? I am an admitted solicitor (Honours), twenty-six years of age, and have large private means. I, in common with many others, find that the profession is here inconveniently crowded, and, having no family ties, am desirous of ascertaining whether there is any and what chance of obtaining an opening abroad. I am, of course, aware that, in most of the large colonies, the profession is almost as crowded as it is here; but are there not smaller places where one would have a chance of doing useful work? If you can put me in the way of obtaining any information, I shall be very grateful.

X.

* * To CORRESPONDENTS.—C. ROLFE—Stated to be 76.

CASES OF THE WEEK.

COURT OF APPEAL.

COMPANY—WINDING UP—CONTRIBUTORY—MEMBER OF COMPANY—REGISTRATION—COMPANIES ACT, 1862, s. 23.—In a case of *In re The Florence Land Company*, before the Court of Appeal on the 22nd inst., the question arose whether a person who had applied for and had received an allotment of shares in a company, but whose name had never been entered on the register of shareholders, could, in the subsequent winding up of the company, be treated as a member of the company. The company was incorporated in January, 1866, with a capital divided into 25,000 shares. The memorandum of association was signed by T. for fifty shares, and by P. for 100 shares, and in the articles of association T. was named as the first

* Supplement to the Treatise (2nd ed.) on the Stamp Laws, 2nd ed., pp. 6–11 (1891).

chairman, and P. as one of the first directors of the company. W. also applied for 100 shares. Allotments of 50, 100, and 100 shares, respectively, were made to T., P., and W., and notice of allotment was sent to them. Their names, however, were not entered on the register of members (no register existing at that time), nor were any share certificates issued to them, and no payment in respect of the shares was ever made by or demanded from them. In December, 1866, T. and P. resigned the office of director. W. died in October, 1868. On the 6th of April, 1869, resolutions were passed cancelling all the former allotments, except as to 650 shares held by the directors, which did not include the fifty shares subscribed for by T., nor the 100 subscribed for by P., and allotting the remaining 24,350 shares to D. and his nominees, and the shares were registered accordingly in the register which was then, for the first time, commenced. On the 21st of April, 1869, a return was made, for the first time, to the Registrar of Joint Stock Companies of the 25,000 shares, which were then held by thirty-six persons. Similar returns were made in each succeeding year, until an order was made to wind up the company in November, 1877. At this time the number of shareholders on the register had, by means of successive transfers, become reduced to fifteen. The liquidator sought to place T., P., and the executors of W. on the register in respect of the shares allotted in 1866, and to make them liable as contributories. Chitty, J., refused the application, on the ground that the application for shares and allotment did not make the person who had agreed to take the shares a member, but merely constituted a binding contract on the one side to allot and on the other to take the particular number of shares, which had to be completed by entry of the allottee's name in the register. And since 1869, the register had been filled up so as to exhaust the total number of shares in the company, and the names of T., P., and W. did not appear in the register. There had been a clear substitution, and the company had accepted the liability of D. and his nominees instead of the original allottees. Delay and acquiescence were also a bar to the application. This decision was affirmed by the Court of Appeal (BAGGALLAY, BOWEN, and FRY, L.JJ.). BAGGALLAY, L.J., said that in his opinion there was never at any time a completed membership, though, no doubt, the respondents might have become actual members if proper measures had been taken for that purpose. In his view, however, this point was immaterial. In April, 1869, there was an entirely new appropriation of the whole number of 25,000 shares, and then, for the first time, a register was made. He was not prepared to say what might have been the result if, during the interval, the respondents had applied for the shares in respect of which he had received notice of allotment, and had called upon the company to fulfil their contract. The lapse of time, however, was abundant to bind the company and to justify the court in refusing the application, which was in the nature of an attempt to enforce specific performance of the contract to take shares entered into in 1866. BOWEN, L.J., did not think that the respondents became members of the company by merely signing the application for shares and receiving letters of allotment. In the absence of registration the contract remained *in fieri*, and did not give the allottees the status of membership. Neither the language of section 23 of the Act, nor the reason for its provisions, had any application to the case of a mere contract which remained unexecuted and incomplete. And if the contract was still *in fieri*, why should it not be rescinded? It was said that the respondents were in equity members of the company. If the company had chosen to enforce the contract, no doubt effect could have been given to it; but could the respondents be recognized, on the ground of their contract to take shares, as members of the company when subsequent circumstances had made it inequitable to force them to become members. Even if the status of membership had been acquired, he thought that the company had power to rescind what they had done. They were competent to carry out the arrangement of 1869, and by the lapse of time they must be taken to have done so. FRY, L.J., was of the same opinion. So far from nothing remaining to be done, the contract was wholly unexecuted and incomplete. Section 23 of the Act made the entry of the name on the register a condition precedent to membership. The contract had never been performed, and in the total absence of performance on both sides the court ought not to enter the names of the respondents on the register, and thus make them liable as contributories.—COUNSEL, Davey, Q.C., and Ingle Joyce; Macnaghten, Q.C., and Daniel Jones; Ince, Q.C., and H. Burton Buckley. SOLICITORS, G. M. Clements; Campbell, Reeves, & Hooper.

APPOINTMENT OF NEW TRUSTEES—VESTING ORDER—JURISDICTION IN CHAMBERS—TRUSTEE ACT, 1850, ss. 32, 33, 34, 35, 40, 41, 42—MASTER IN CHANCERY ABOLITION ACT (15 & 16 VICT. c. 80), ss. 11, 26, 27—18 & 19 VICT. c. 134, s. 16.—In a case of *In re Tweedy's Trusts*, before the Court of Appeal on the 21st inst., a question arose as to the power of the court, in proceedings commenced by petition under the Trustee Act for the appointment of new trustees, to make a vesting order in chambers. On the hearing in court of a petition for the appointment of new trustees an order was made that two or more proper persons should be appointed trustees of a will in the place of the existing trustees, one of whom was out of the jurisdiction, and the other was a bankrupt, and an inquiry was directed of what the trust fund consisted, and liberty was given to the parties "to apply in chambers for an order to vest the trust estate in the new trustees, when appointed," and to apply generally as they might be advised. An order was afterwards, in July, 1884, made in chambers, which was entitled in the matter of the trust, and in the matter of the Trustee Act, and which purported to be made on the application of a person who was the petitioner, but who was not so described in the order, and (*inter alia*) upon hearing the solicitors for the applicant and for the respondents, and upon reading the order made on the petition of the applicant, and, it appearing to the satisfaction of the judge that two trustees (naming them) of the will were dead, that another (naming him) was out of the jurisdiction,

and that the remaining trustee (naming him) was out of the jurisdiction, and that it was expedient to appoint new trustees, and that the sums of India Stock thereafter mentioned were subject to the trusts, the judge did thereby, in pursuance of the order made on the petition, appoint two persons named to be trustees of the will in place of the former trustees, "and that the right to call for a transfer, and to transfer into their own names," the sums of India Stock mentioned, standing in the names of the former trustees of the will, "may vest" in the new trustees as trustees of the will. The Bank of England declined to act on this order, on the ground that there was no jurisdiction to make it in chambers in the way in which it appeared to have been made, though they admitted that the further hearing of the petition might have been adjourned to chambers. Bacon, V.C., directed the bank to act upon the order. The Court of Appeal (BAGGALLAY, BOWEN, and FRY, L.JJ.) held that the order was, in substance, right, though it ought to be amended in form. They held that the order ought to recite in detail the order made on the hearing of the petition, and the certificate of the chief clerk as to the trust fund, and that it should direct that the right to call for a transfer of the stock "do vest" instead of "may vest." FRY, L.J., was opinion that by the combined effect of the Trustee Act the above-mentioned section of the Master in Chancery Abolition Act, and section 16 of the Act 18 & 19 Vict. c. 134, the judge had power on the hearing of a petition properly commenced under the Trustee Act to determine what particular part of the matter so brought before him should be disposed of in chambers. The case was different from *Frodsham v. Frodsham* (L. R. 15 Ch. D. 317) because there the proceeding was commenced, not by petition, but by summons in chambers. BAGGALLAY, L.J., agreed with FRY, L.J., but preferred to rest his judgment on this, that the original order was, in substance, an adjournment of the further proceedings on the petition to chambers. BOWEN, L.J., thought the bank were fully justified in declining to act on the order. They ought not to be asked to accept doubtful orders. But, the order being amended as proposed, he agreed that there was jurisdiction to make it in chambers.—COUNSEL, Kekewich, Q.C., and W. Latham; Marten, Q.C., and Birrell. SOLICITORS, Freshfields & Williams; Keeping & Co.

PUBLIC BODY—STATUTORY POWERS—TAKING LAND—ULTRA VIRES.—In a case of *Gard v. The Commissioners of Sewers of the City of London*, before the Court of Appeal on the 19th inst., a question arose as to the exercise by a public body of their statutory power to take land. By section 80 of the defendants' Act (57 Geo. 3, c. 29), it was in substance provided that, "if any house, wall, building, tenement, or hereditament, or any part thereof, should be adjudged by the commissioners to project into, obstruct, or prevent the altering, widening, or extending of any street, and that the possession, occupation, and purchase of such house, &c., would be necessary for that purpose," then the commissioners might compulsorily purchase such house, &c. The commissioners had, by a resolution, formally adjudged that the whole of some houses belonging to the plaintiffs projected into, obstructed, or prevented the widening of the street, and that the possession, occupation, and purchase of them was necessary for that purpose. The houses had been burnt down, and the commissioners gave notice to the plaintiffs that they intended to take the site of the houses for the purpose of widening the street. The houses, when standing, had projected into the street beyond the intended new line to the extent of 5ft. 6in. only, and it was admitted by the commissioners that it was their intention to sell the remainder of the site for the purpose of making a profit, and that, in fact, they had entered into an agreement to sell so much of the site as remained after widening the street. Kay, J., held that the commissioners were not entitled to take more of the site than they had *bona fide* adjudged to be necessary for the physical purpose of widening the street, and that their statutory powers did not extend to the taking of other land beyond what was, in fact, wanted for that purpose, and he granted an injunction to restrain them from proceeding further with their notice to treat. The Court of Appeal (BAGGALLAY, BOWEN, and FRY, L.JJ.) affirmed the decision. BAGGALLAY, L.J., said that if the commissioners fairly and honestly (in the sense of believing) thought that they required to take the entirety of the site for the purposes of the Act then they might take it, and not merely the part which interfered with the proposed improvement. But the circumstances of the present case did not justify them in so doing. The case was governed by the decision of Lord Chelmsford, C., in *Thomas v. Dew* (L. R. 2 Ch. 1). The decision of Kay, J., was right. BOWEN and FRY, L.JJ., concurred.—COUNSEL, Graham Hastings, Q.C., and John Henderson; Rigby, Q.C., and Theobald. SOLICITORS, A. E. Baylis; Wallis, Abbott, & Martin.

HIGH COURT OF JUSTICE.

JOINT TENANCY—SEVERANCE—MARRIAGE SETTLEMENT BY INFANT—REVERSIONARY INTEREST IN PERSONAL ESTATE—MARRIED WOMAN—VENDOR AND PURCHASER—DOUBTFUL TITLE—ACTION FOR SPECIFIC PERFORMANCE—COSTS.—In a case of *Burnaby v. The Equitable Reversionary Interest Society*, before Pearson, J., on the 24th inst., the question arose whether a joint tenancy in a reversionary interest in personal estate had been severed by the execution by a lady, one of the joint tenants, at a time when she was an infant, of a settlement in contemplation of her marriage. In 1871 the settlement was executed, and on its construction the court held that the wife's interest in the fund did not pass by the specific assignment to the trustees, but that only the husband's interest in the wife's reversion passed. The settlement, however, which was executed by both husband and wife, contained an agreement and declaration that "if the wife now is, or if during the intended coverture she or the husband in her right

shall become "entitled to any property above a certain value "for any estate or interest whatsoever in possession, reversion, remainder, or expectancy," it should be settled on the trusts of the settlement. *PEARSON, J.*, held that this agreement was sufficient to include the wife's interest in the reversion. Property of the husband was also included in the settlement. The trusts of the wife's property were for the wife during the joint lives of husband and wife, remainder to the survivor for life, remainder on trust for the children of the marriage; and, in default of children, on trust as the wife should, whether covert or sole, by will appoint. There was no issue of the marriage, and the wife died in May, 1873, having attained twenty-one. She had done nothing to repudiate the settlement. By her will, made in April, 1873, she, in exercise of the power given to her by the settlement, bequeathed a legacy of £2,500, and appointed and gave the residue of her property to her husband absolutely. At her death one of the tenants for life of the fund was still living, and the other two joint tenants were living. The husband contracted to sell his wife's one-third of the reversionary interest to the defendants, and they objected that he could not make a good title to the property, on the ground (1) that the reversionary interest was not comprised in the settlement; (2) that, if it was, the joint tenancy was not severed by the execution of the settlement by the wife, she being an infant; and the defendants contended that, at any rate, the title was too doubtful to be forced on a purchaser. *PEARSON, J.*, had no doubt that the agreement for the settlement of other and after-acquired property of the wife was sufficient to sweep in this reversionary interest of the wife. And he had no doubt that, according to the well-established law, the execution of the settlement severed the joint tenancy. The argument was that it did not, because the wife was an infant. But it was clear from *Zouch v. Parsons* (3 Burr. 1794), which must be taken to be law, notwithstanding what Mr. Preston had said of it, that the deed was only voidable by reason of the infancy. This agreed entirely with what was said in *Coke upon Littleton*, 337a, b. The case of *May v. Hook* (Co. Litt. 246a, Butler's Note) was relied on as an authority to the contrary. But there the settlement was so much in favour of the husband that it might have been considered to amount to a fraud on the infant wife, and that was a sufficient ground for Lord Chancellor Bathurst's decision that there was no severance of the joint tenancy. If after the death of an infant it appeared that a voidable deed which he had executed could not be for his benefit, the court would not hold that it was binding on his estate if he had done no act to affirm it after he came of age. His lordship could not believe that Lord Bathurst could have given as a reason for his decision (as was stated in Butler's Note) that if the joint tenancy was severed by a voidable deed it would always be in the power of the infant to say whether the joint tenancy should be severed or not, and to resort to his title by survivorship in case he should be the survivor. The present case appeared to be met exactly by what was said by Jessel, M.R., in *Smith v. Lucas* (L. R. 18 Ch. D. 531, 543), and his lordship thought that the deed was good to bind the wife's interest unless she did something to avoid it after she came of age. In the present case the settlement, as a whole, was for her benefit; and she did nothing to avoid it. On the contrary, the only thing she did after she came of age was to make a will which could only take effect under it, and this, if anything, was a confirmation of the settlement. It was urged that she could not confirm the settlement, because, while she was under coverture, she was not capable of disposing of the reversionary interest. The answer to this was that it was not necessary for her to do any act during the coverture to confirm the settlement. It bound her interest unless she disaffirmed it. All that Jessel, M.R., said in *Smith v. Lucas* was that a married woman could not bind herself not to avoid a deed executed by her during infancy dealing with her reversionary property. This point did not arise here, because, at the time of the wife's death, the settlement remained un-avoided. It bound her property, though it did not bind her personally. There was, therefore, a valid severance of the joint tenancy, and the reversionary interest passed under the wife's will. His lordship thought the title was not a doubtful one, but that his decision was in conformity with the law as laid down in *Coke*, in *Zouch v. Parsons*, in *Smith v. Lucas*, and by James, V.C., in *Caldwell v. Fellowes* (L.R. 9 Eq. 410); and if he were to decline to force the title on the purchasers, he should be doing a great deal to unsettle the law. But, as the agreement to settle other property of the wife was not set out in the abstract originally delivered to the purchasers, and was not furnished to them till after the commencement of the action, the purchasers could not be ordered to pay costs incurred before that agreement was furnished to them.—COUNSEL, *Cosens-Hardy, Q.C.*, and *Wolstenholme*; *Cookson, Q.C.*, and *Lewin*. SOLICITORS, *Cookson, Wainwright, & Pennington*; *Clayton, Son, & Fargus*.

RES JUDICATA—ESTOPPEL—ENGLISH AND IRISH ACTIONS.—In a case of *Houston v. The Marquis of Stige*, before *Pearson, J.*, on the 20th inst., some questions arose as to *res judicata*. The tenant of a farm in Ireland brought an action in the Chancery Division against his landlord, who was residing in England, claiming to be entitled under his lease to the exclusive right of shooting over the demised land, and an injunction to restrain the landlord from shooting over the land. He also claimed, if necessary, rectification of the lease, on the ground that, if it did not give him the exclusive right of shooting, it did not express the real intention of the parties. A few days after the commencement of the action, the landlord commenced an action in the Irish High Court against the tenant, alleging that, under the lease, he (the landlord) was entitled to the exclusive right of shooting, and claiming an injunction and damages against the tenant. The tenant, by his statement of defence, relied on the lease as giving him the exclusive right of shooting over the land, and,

by way of alternative defence, he alleged that, if the exclusive right was, by the lease, reserved to the landlord, the reservation was inserted by mutual mistake, and contrary to the intention of the parties. The Irish action was tried first, and a verdict and judgment were entered for the landlord with 6d. damages, and the perpetual injunction was granted against the tenant, restraining him from shooting over the land. The statement of defence of the landlord in the English action was then amended by stating the proceedings in the Irish action, and alleging that the judgment in the action operated as a *res judicata* to estop the tenant in the English action. The question of estoppel was set down for argument. It was contended that, the pleadings in the Irish action not being set out in the amended statement of defence, the court could not look at them in order to discover what were the issues in the Irish action. *PEARSON, J.*, held that he was entitled to look at the Irish pleadings. He said that, under the old practice, the court would have referred it to the master to inquire whether the issues raised in the two actions were the same, and he thought he was now at liberty to make the inquiry and to look at the pleadings himself; and, looking at the pleadings, he thought that the same points were in controversy in both actions, though he was not satisfied on the materials before him that the question of rectification was determined in the Irish action. He could not, therefore, hold that there was any estoppel. His lordship was inclined to think, in accordance with the view expressed by Sir R. Phillimore in *The Delta* (L. R. 1 P. D. 393), that, there being no *res judicata* in the Irish action at the time when the tenant commenced his action in England, the judgment subsequently obtained in the Irish action could not operate as an estoppel to the English action. He did not decide the case on this point, because, though this would have been so under the old practice, he was not certain, without examining the new rules, whether the practice had not been altered. The present case also differed from previous cases in two respects:—(1) It was not a case in which two actions had been brought by the same plaintiff; (2) the tenant was entitled to bring an independent action to rectify the lease, and he was not bound to set up the defence of mistake in the lease. The judgment against him for trespass did not affect his right to bring an action for rectification.—COUNSEL, *Fischer, Q.C.*, and *Mulligan*; *Higgins, Q.C.*, and *R. C. Dobbs*. SOLICITORS, *Parkin & Woodhouse*; *Roopers & Whately*.

ADMINISTRATION—DEFICIENT SECURITY—TENANT FOR LIFE AND REMAINDERMAN—APPORTIONMENT—COMPOUND INTEREST.—In a case of *Moore v. Johnson*, before *Pearson, J.*, on the 22nd inst., a question arose as to the principle on which a deficient security for part of a testator's residuary personal estate should be apportioned between a tenant for life and the remaindermen. The testator gave his residuary personal estate to trustees, upon trust for successive tenants for life, with remainder to his nephews and nieces absolutely. After his death the trustees invested £8,000, part of the residuary personal estate, on a mortgage of real estate. It was admitted that the investment was a proper one. In the course of time the mortgagor made default in paying the interest, and ultimately the trustees sold the property for £7,900. Nothing could be recovered from the mortgagor on his personal covenant. At the time of the sale the unpaid arrears of interest on the mortgage was £536. The question was how the £7,900 was to be apportioned between the representatives of a deceased tenant for life and the remaindermen. It was contended that a calculation ought to be made of the sum which, if it had been received at the time when the mortgagor first made default in paying the interest, would, with compound interest at four per cent., have produced at the time of the sale £7,900, and that the sum so ascertained should be treated as capital and be paid to the remaindermen, and the residue of the £7,900 be paid to the representatives of the tenant for life. In support of this contention *In re The Earl of Chesterfield's Trusts* (L. R. 24 Ch. D. 643) was relied on. *PEARSON, J.*, refused to allow compound interest. No doubt the tenant for life had lost the interest, which he might have obtained by investing the interest from time to time if he had received it when it became due. But there was no fund out of which he could be compensated for the loss. He ought not to be compensated out of the money which belonged to the remaindermen. The realization of the mortgage was not postponed for the benefit of the testator's estate. The fund must be apportioned between the tenant for life and the remaindermen in the proportion which the interest overdue bore to the original principal sum.—COUNSEL, *Cosens-Hardy, Q.C.*, and *Rouden*; *Cookson, Q.C.*, and *R. G. Marsden*; *Giffard, Q.C.*, and *F. Pownall*; *Fischer, Q.C.*, and *T. C. Tennard Moore*. SOLICITORS, *Pownall & Co.*

MORTGAGE—FORECLOSURE—DIRECTION TO LET PLAINTIFF INTO POSSESSION.—In a case of *Withall v. Nixon*, before *Pearson, J.*, on the 21st inst., a question arose as to the form of an order absolute for foreclosure. The judgment at the trial contained a direction that, on the defendant being foreclosed, he should let the plaintiff into possession of the mortgaged property. The defendant did not redeem the mortgage within the time limited, and, upon drawing up of the order absolute for foreclosure, the registrar raised the question whether the direction to let the plaintiff into possession ought to be again inserted. *PEARSON, J.*, held that it ought to be inserted.—COUNSEL, *T. Ribton*. SOLICITOR, *H. Dain*.

WINDING UP—RIGHT OF CHOWN TO PRIORITY OF PAYMENT—COLONY OF VICTORIA—COLONIAL STATUTE—CROWN LIABILITIES AND REMEDIES STATUTE, 1865 (28 VICT. No. 241), s. 17.—In the case of *In re The Oriental Bank Corporation*, before *Chitty, J.*, on the 17th inst., the question arose whether the right of the Government of Victoria to, notwithstanding the liquidation of the bank, receive in full all sums owing to the colony from the bank was barred by the Victorian statute—Crown Liabilities and Remedies Statute,

1865 (28 Vict. No. 241), s. 17—which enacts that “her Majesty shall not enforce a demand against a public debtor or accountant, or against any of his property, in any other manner than any one subject can enforce a claim against another subject and his property, and shall have such and the same lien, claim, and rights as any subject has and can enforce, and no other.” CHITTY, J., held that the statute was a mere procedure statute, regulating the procedure between the Crown and subjects in Victoria in respect of Crown debts. The statute was a colonial one, and without force outside the colony. There was nothing to be found in it ousting the Crown’s right to sue in this country and enforce its prerogative.—COUNSEL, Sir F. Herchell, S.G., Q.C., Vaughan Hawkins, and J. D. Wood; Macnaghten, Q.C., and Latham. SOLICITORS, Palmer, Eland, & Nettleship; Freshfields & Williams.

PRACTICE—PARTITION ACTION—PARTIES—ANNUITANT.—In the case of *Poole v. Poole*, before Chitty, J., on the 27th inst., the parties having obtained a partition decree providing for the division in moieties of certain real estate between the plaintiff and defendant, the question arose, pending the drawing up of the order, whether a person, entitled to an annuity charged upon the property, should be made a party to the proceedings. It was submitted that that was not necessary where the action was for partition, and not for sale: *Hickson v. Eastwood* (W. N., 1868, p. 13). CHITTY, J., said that it was unnecessary to add the annuitant as party. Such a person was not affected by the partition at all. All the court did was to part the property, and the annuity still rode over the property as a whole. The order was, in any case, without prejudice to the rights of the annuitant, but as it was desired that words should be put in the decree to the effect that the moieties were *inter se* to bear moieties of the charge, words should also be inserted that the declaration was without prejudice to the rights of the annuitant over the whole property.—COUNSEL, G. Henderson; H. J. Hood. SOLICITORS, Pridaux & Sons, for J. R. Poole & Sons, Bridgwater.

PRACTICE—COMPANY—REDUCTION OF CAPITAL—USE OF THE WORDS “AND REDUCED.”—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131)—COMPANIES ACT, 1877 (40 & 41 VICT. c. 26), s. 4, SUB-SECTION 2.—In a case of *In re The River Plate Fresh Meat Company (Limited)*, before Bacon, V.C., on the 27th inst., an application was made *ex parte* for liberty to dispense with the words “and reduced” during the interval which would elapse between the presentation and the hearing of a petition for reduction of the capital of the company; a period not covered by section 4, sub-section 2, of the Act of 1877. BACON, V.C., made the order.—COUNSEL, A. G. Marten, Q.C. SOLICITORS, M. Abrahams, Son, & Co.

PRACTICE—PLEADING—DEFAULT OF APPEARANCE—MORTGAGE—REDEMPTION—TIME—SUCCESSIVE PERIODS.—In the action of *Davies v. Manley*, which came before Kay, J., on the 24th inst., a point of practice arose—viz., as to the proper order to make on a foreclosure action where there are successive mortgages and the defendants do not appear. The same point came before his lordship in the action of *Peat v. Bell* on the 5th of July, 1884, and has since been dealt with by him, but it has not been sufficiently noticed. KAY, J., said that, where the pleading stated that the subsequent incumbrancer was “entitled” to a charge, the court could not, in his absence, make any other than the usual order against him allowing successive periods of redemption; but that, where the pleading simply stated that the incumbrancer “claimed to be entitled,” that showed that a defendant who did not appear did not care to press his claim, and the order might be made fixing one period only.—COUNSEL, Solomon. SOLICITORS, Hubbard, Son, & Eve.

WILL—CONSTRUCTION—PRINTED FORM—BLANKS NOT FILLED UP.—In the action of *In re Harrison, Turner v. Hillard*, which came before Kay, J., on the 24th inst., the question arose whether a testatrix who had used a printed form of will, and had only partially filled up the blanks, had validly disposed of the whole of her estate in favour of her executrix, or whether there was an intestacy. The nature of the will appears from the judgment. KAY, J., said that it was proper, in cases of this kind, that the original will should be produced. The original will was a printed form with spaces to be filled up in the handwriting of the testatrix. The will began, “This is the last will and testament of me.” Then followed a blank, which was partially filled up with the name and address of the testatrix; but, at the end of the address, a blank space remained which was not cancelled or altered in any way. It went on in print, “I direct that all my just debts, &c., shall be paid by my executrix.” Then came a blank, in which the testatrix wrote “rix,” making the word “executrix.” The printed form went on to bequeath at great length all the real and personal estate of the testatrix “unto.” Then followed a blank of several lines, which was not cancelled, and in which there was no name. Then came the words “to and for”; then a short blank, which was filled in by the word “her”; and then the form went on, “own use and benefit, and I nominate,” and a space was left for the nomination of executors. This space was filled up by the testatrix with the name of her niece, Catharine Hillard, who was duly appointed executrix. If it had been a holograph will, and blanks had been purposely left, it would have been extremely difficult to deal with, but his lordship saw no kind of difficulty in construing the will as it stood, apart from the blank spaces. It would read thus:—“I direct my just debts to be paid by my executrix. I give all my real and personal estate unto, to, and for her separate use, and I nominate my niece, Catharine Hillard, my executrix.” The mere fact that the testatrix had neglected to cancel the blanks in the printed form was no sufficient reason for declaring an intestacy, which

was the last thing for the court to do. His lordship, therefore, held that Catharine Hillard took the whole estate of the testatrix under her will.—COUNSEL, Pearson, Q.C., and Stallard; Hastings, Q.C., and G. Williamson. SOLICITORS, Smith, Fawcett, & Low; Williamson, Hill, & Co.

BANKRUPTCY CASES.

BANKRUPTCY NOTICE—APPLICATION TO SET ASIDE—ADJOURNMENT—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (G.).—BANKRUPTCY RULES, 1883, RE. 120, 121.—In a case of *Ex parte Bason*, before the Court of Appeal on the 23rd inst., a question arose as to the adjournment of an application by a debtor to set aside a bankruptcy notice. After the notice had been served on him the debtor had commenced an action to set aside the judgment in respect of which the notice had been issued, and had delivered a statement of claim in the action by which he alleged that moneys were due to him by the creditor, and claimed an account. Mr. Registrar Brougham, without any other evidence than the statement of claim, adjourned the hearing of the debtor’s application *sine die*, with liberty to the parties to apply, the debtor giving an undertaking to prosecute his action with due diligence. The Court of Appeal (BRETT, M.R., and COTTON and LINDLEY, L.JJ.) discharged the registrar’s order. They said that the debtor was bound under sub-section 1 (g.) of section 4 to “satisfy the court that he had a counter-claim, set-off, or cross-demand which equals or exceeds the amount of the judgment debt, and which he could not set up in the action in which the judgment was obtained.” The registrar ought to have had some evidence that there was a reasonable ground for bringing the action to set aside the judgment, and the statement of claim was no evidence. The case must go back to the registrar to be dealt with on evidence.—COUNSEL, Cooper Willis, Q.C., and Ingle Joyce; H. Reed. SOLICITORS, Coburn & Young; Goldberg & Langdon.

JUDGMENT DEBTOR’S SUMMONS—NON-COMPLIANCE WITH ORDER—“MEANS OF PAYING.”—COMMITTAL—DEBTORS ACT, 1869, s. 5, SUB-SECTION 2.—In a case of *Ex parte Koster*, before the Court of Appeal on the 23rd inst., a question arose as to making an order for the committal of a debtor who had failed to comply with an order, made on a judgment debtor’s summons, for the payment of a judgment debt by monthly instalments. The question was whether, within the meaning of sub-section 2 of section 5 of the Debtors Act, 1869, the debtor had had since the date of the order the means to pay the sum in respect of which he had made default. Judgment for £125 had been recovered against the debtor, and he failed to pay the amount. A judgment debtor’s summons was served on him, and an order was made that he should pay the debt by monthly instalments of £5. The instalments being unpaid, he was summoned to be examined as to his means, and to show cause why he should not be committed for his default. He admitted that he had had £60 in his possession since the order was made, but this sum was derived from an allowance of £5 a week which was made to him by his brother by way of gift. Cave, J., refused to make an order of committal, and expressed an opinion that money which the debtor had obtained by way of gift was not “means” to pay the instalments within the meaning of the Act. The Court of Appeal (BRETT, M.R., and COTTON and LINDLEY, L.JJ.) affirmed the decision, on the ground that they were not satisfied that it was wrong, there being no evidence as to the circumstances of the debtor, except the fact that he had had the £60 in his possession. But both COTTON and LINDLEY, L.JJ., expressed an opinion that the Act applied to “means” of paying the debt from whatever source they might be derived.—COUNSEL, F. Cooper Willis. SOLICITOR, W. F. Stokes.

BANKRUPT—DISCHARGE—CONDITION—“CONTRACTING DEBT WITHOUT REASONABLE OR PROBABLE GROUND OF EXPECTATION OF BEING ABLE TO PAY IT.”—BANKRUPTCY ACT, 1883, s. 28.—In a case of *Ex parte White*, before the Court of Appeal on the 23rd inst., a question arose as to annexing a condition to the granting of a bankrupt’s order of discharge. Two persons, without any capital of their own, had entered into partnership, and carried on business by means of borrowed capital. And, as security to the lender, they had assigned to him the lease of their business premises, the goodwill of their business, and all their machinery, stock-in-trade, furniture, goods and effects, and book debts, then existing and future, connected with the business. The loan was made payable on demand by the mortgagee, but he was not bound to accept payment for ten years, and power was given to him to take possession at any time so long as anything remained due on the security. The mortgagees became bankrupts, owing debts which they had contracted in the course of their trading. The mortgagee took possession under the deed, and the mortgaged property was insufficient to pay what was due to him under the deed. Mr. Registrar Pepys granted the bankrupts’ discharge on the condition that they should consent to judgment being entered up against them by the trustee for the full amount of the debts provable in the bankruptcy, on the ground that they had, within the meaning of sub-section 3 (c.) of section 28, contracted the debts “without having at the time of contracting them any reasonable or probable ground of expectation of being able to pay them.” The Court of Appeal (BRETT, M.R., and COTTON and LINDLEY, L.JJ.) affirmed the decision. BRETT, M.R., said that no reasonable man could have failed to see that, if he got into difficulties in his business, the first thing the mortgagees would do would be to seize under the power contained in the deed, and put a stop to the business.—COUNSEL, Stanley Boulton; H. Reed; Muir Mackenzie; Winslow, Q.C., and Frank Evans. SOLICITORS, Thomson, Son, & Brook; W. W. Aldridge; Combs, Bayley, & Hemley.

CASES AFFECTING SOLICITORS.

SOLICITORS' REMUNERATION ACT, 1881—TAXATION—AD VALOREM SCALE.—In a case of *In re Hickley and Stevard*, before Chitty, J., on the 23rd inst., a summons to review taxation was heard. It appeared that, in August, 1881, the solicitors, in pursuance of instructions from the applicant, prepared a building agreement, containing the usual clause that the lease of the premises when completed should be in the form set out in the schedule. In June, 1883, the building being completed, the applicant instructed the solicitors to prepare a lease. Such lease was accordingly prepared and executed, being a copy of the scheduled lease, with the exception that subsequent mortgagees were added as parties. In November, 1883, the solicitors delivered to the applicant a bill of costs, charging under July and August, 1881, for preparing the agreement, items amounting to some £17; and, under June, 1883, *re* lease, "to costs of preparing, engrossing, executing, and completing lease and counterpart as per schedule 1 of Solicitors' Remuneration Act, £59 10s.; stamps £23 15s.; paid mortgagee's solicitors £6 12s. 9d." The item of £59 10s. was objected to before the taxing master on the ground that the scale fee for the lease could not be charged, as the substantial part of the work done was done previously to the commencement of the Order, and was covered by the charges made for the agreement, and that the sum to which the solicitors were entitled, was represented by the engrossment of the lease and obtaining executions, &c. The taxing master, following *In re Lacey* (28 SOLICITORS' JOURNAL, 123, 32 W. R. 233, L. R. 25 Ch. D. 301), struck £20 off the £59 10s., and directed a detailed bill to be delivered. Such bill accordingly was delivered, but not taxed. The total amount was £56 14s. 1d., including the amounts for stamps and mortgagee's costs. CHITTY, J., said that the scale charges applied only where the solicitor had substantially done the business mentioned in schedule 1, and that as the *ad valorem* scale of charges did not apply, the taxing master should have taxed the charges under r. 2 (c.) and schedule 2. The taxing master was wrong.—COUNSEL, *Bousfield; Northmore Lawrence*. SOLICITORS, *Hughes, Hooker, Buttenshaw, & Thunders; Clowes, Hickley, & Stevard*.

SOLICITORS ACT, 1860 (23 & 24 VICT. c. 127), s. 28—CHARGING ORDER—COSTS OF OPPOSING WINDING-UP PETITION.—"PROPERTY RECOVERED OR PRESERVED."—In the case of *In re The United Shepherd's Wheel Ross (Limited)*, before Chitty, J., on the 26th inst., a petition by a firm of solicitors was presented under the Attorneys and Solicitors Act, 1860, s. 28, for a charge in respect of costs on property recovered or preserved through their instrumentality. It appeared that the respondents having sold a mine to a company, a petition to wind up the company had been opposed by the respondents, as holders of vendors' shares, and was dismissed with costs, the order being affirmed by the Court of Appeal. Pending the winding-up petition, an action was instituted by a shareholder to set aside the sale of the mine. The company subsequently went into voluntary liquidation, and on the application of the liquidator and the parties to the action, entitled in the matter of the action and the company, an order was made sanctioning a compromise, the terms of which were that the respondents should receive back the mine and give up their vendors' shares, and should also receive £700 and certain plant at a valuation, and a provision was made for the costs of the parties to the order, including those of the petition, appeal, and action, coming out of the assets. The plaintiffs had throughout acted as solicitors for the respondents in the litigation, and had obtained the order of compromise. They claimed a charge on the items mentioned in the compromise for costs incurred in preserving the property of the respondents. CHITTY, J., said that the charge sanctioned by the section referred to a charge for costs in the suit, matter, or proceeding which was the means of recovering or preserving the property sought to be charged. In the winding-up petition no property of the respondents was involved. Although they successfully resisted an order being made, their success could not be said to be the recovery or preservation of property. In fact, no property was recovered or preserved in the winding up, and, therefore, there was nothing which was chargeable. The fact of the compromise proceedings being entitled in the matter of the company gave the respondents no right as against the assets coming to the respondents; for the reason of the liquidator being party to the proceedings was simply because the sanction of the court was required to protect him. The petitioners, therefore, were not entitled to a charge for the costs of opposing the winding up. They, however, were entitled to a charge on the property for costs incurred, as between solicitor and client, in and about obtaining the compromise. He should make an order to that effect, with no costs of either side, in respect of the present petition.—COUNSEL, *Crossley, Q.C., and E. Ford; Spokes*. SOLICITORS, *Mead & Daubney; Winter & Hall*.

QUEEN'S BENCH DIVISION.

(Before GROVE, J., and HUDDLESTON, B.)

Jan. 22.—*In the Matter of R. G. Porteous, a Solicitor.*

This was an application on the part of the Incorporated Law Society against a solicitor for malversation under these circumstances. He had been entrusted by a Mrs. Drake with a sum of £34, which he was instructed to pay to a Miss Reynolds, a creditor of hers, with directions, however, not to pay it without getting a full discharge. He tendered it to Miss Reynolds, who, for some reason, refused to accept it, and he then retained it. The lady afterwards gave him her address, that it might be sent to her, but he did not remit it; and though, as he stated, she had received some sums out of the amount, he claimed to deduct his costs. The matter being referred to the master for inquiry, the solicitor set up a claim for

costs as against Mrs. Drake, but the master reported that the claim was not well founded.

Hollams appeared for the Incorporated Law Society.

Overend appeared for the solicitor, urging that he had once tendered the money and was in impecunious circumstances, and had been tempted to apply the money to his own use, but without any intention of depriving the lady of it.

GROVE, J., said the charge was quite unanswered. The solicitor had received the money to pay to another party, and had no right to deduct his costs. His only excuse for not paying it was the pressure of pecuniary difficulties. He protested against the notion that a solicitor receiving money for a particular purpose was entitled to set off his costs against it. That would be monstrous, and would produce most inconvenient consequences to mortgagors or others intrusting their solicitors with large sums of money to be paid over to third parties, and might cause serious mischief if the solicitors so intrusted could withhold the money, retaining part of it for their own costs. The only mitigating circumstance was that the solicitor had once offered the money. It was difficult to determine what should be the punishment imposed. Suspension from practice was a punishment which operated very unequally. To a man of high repute and in first-rate practice, even a short suspension might be destructive, whereas to another person it might merely involve the practising for a certain period in the name of another solicitor whose name remained on the roll—as in a very notorious case which occurred a year or two ago, in which a business of a most iniquitous character continued so to be carried on. It was difficult, therefore, to fix any period for suspension. But, on the whole, he thought that in the present case the sentence should be suspension from practice for two years.

HUDDLESTON, B., said he was of the same opinion. The solicitor had misappropriated the money; in short, he had stolen it, with this aggravation—that he had set up a bill of costs which the master stated to be fictitious. As to the sentence of suspension, he hoped that the Law Society, who so zealously guarded the interests of the profession, would take due care that those suspended from practice did not practise under other names, for otherwise the Law Society would fail in their duties.

The solicitor, therefore, was suspended for two years.—*Times*.

DERBY COUNTY COURT.

(Before Judge WOODFORD.)

Jan. 17.—*Greenway v. Atkins; Basden, Claimant.*

Assignment for benefit of creditors—Bills of Sale Act, 1878, s. 4—13 Eliz. c. 5.

This was an interpleader in which the question was whether an unregistered assignment was good as against the execution creditors. The assignment was of all the debtor's estate to the claimant upon trust to sell and pay (1) the costs preliminary and incidental to the assignment and the carrying into effect of the provisions therein contained, including the professional charges of the trustee; (2) rates, taxes, and wages, and then to divide the residue amongst all the creditors.

HIS HONOUR, in giving judgment, said he had reserved judgment mainly for the purpose of seeing whether the provisions of the deed varied substantially from those in *Boldero v. London and Westminster Discount Company* (28 W. R. 154, L. R. 5 Ex. D. 47). He had carefully considered the two cases, and could detect no difference between them. He was bound, therefore, by authority, and compelled to hold that the assignment was not void under 13 Eliz. c. 5, and, consequently, the claimant was entitled to the goods seized.

Barren (*Acton & Marriott*), Nottingham, for the claimant, Briggs, Derby, for the execution creditors.

LEICESTER ASSIZES.

(Before DENMAN, J.)

Jan. 23.—*Reg. v. Ashwell.*

Thomas Ashwell was charged with stealing a sovereign, the moneys of Edward Keogh, at Aylestone, on the 9th of January. Loyd prosecuted; Sills defended the prisoner. This case raised a point of considerable interest in the law of larceny. On the day in question the prisoner and prosecutor were in a public-house together. The prisoner asked the prosecutor for the loan of a shilling. The prosecutor, who had received his wages, handed him a sovereign, thinking it was a shilling. The prisoner kept it, afterwards denying that he had received any other coin than a shilling.

For the defence, Sills submitted, on the authority of certain *dicta* in *Reg. v. Middleton*, (L. R. 2 C. C. R. 38), and article 299 of Stephen's Digest, that there was no larceny unless, at the moment of receiving, the prisoner knew that the coin was a sovereign.

Loyd, for the prosecution, contended that the later refinements in the law of larceny had given rise to the doubt expressed by Mr. Justice Stephen at the close of the article referred to—"It is doubtful whether it is theft fraudulently to convert property given to the person converting it under a mistake, of which that person was not aware when he received it."

DENMAN, J., left the following questions to the jury:—1. Did the prosecutor part with the sovereign under mistake to the prisoner, believing it to be a shilling? 2. Did the prisoner at the

time the prosecutor handed him the sovereign know that it was a sovereign? 3. Did the prisoner, on discovering that it was a sovereign, fraudulently appropriate it, knowing that it was a mistake of the prosecutor, and having the means of correcting the mistake and returning it to the prosecutor? The jury to the first question answered "Yes"; to the second, "Doubtful"; to the third, "Yes." The learned judge, out of deference for the doubt expressed by Sir James Stephen, and to obtain a decision upon the point, directed the jury to return a verdict of guilty, and reserved a case for the consideration of the Court of Criminal Appeal, allowing the prisoner to be released on his own recognizances in the meantime.—*Times*.

OBITUARY.

MR. HENRY CHARLES COOTE, F.S.A.

Mr. Henry Charles Coote, F.S.A., solicitor, proctor, and notary, of 37, Curator-street, died at 13, Westgate-terrace, South Kensington, on the 5th inst., in his seventieth year. Mr. Coote was the son of Dr. Charles Coote, advocate, of Doctors' Commons, and was born in 1814. He was admitted a solicitor in 1858, having for many years previously practised as a proctor in Doctors' Commons. He had a large business, both in the old Ecclesiastical Courts, and afterwards in the Courts of Probate and Divorce, and he was known as the author of works on Ecclesiastical Practice, Admiralty Practice, and Common Form Probate Practice. He was a notary public, and one of the examiners to the Court of Admiralty. A few years ago he removed from Doctors' Commons, and he had since practised in Curator-street. Mr. Coote had obtained great celebrity as an antiquarian. He was a fellow of the Society of Antiquaries, and a vice-president of the Folk Lore Society, and of the London and Middlesex Archaeological Society. He was author of "The Romans in Britain," and he had been a contributor to the *Gentleman's Magazine*, *Athenaeum*, *Notes and Queries*, and other literary journals. Mr. Coote was buried at Kensal Green Cemetery on the 10th inst.

MR. GEORGE WHITE.

Mr. George White, solicitor, of Guildford and Godalming, died at his residence, Drakecliffe, St. Catherine's, Guildford, on the 16th inst. Mr. White was born at Godalming in 1824. He was admitted a solicitor in 1851, and he had practised at Guildford for over thirty years. He had formerly a considerable county court practice, and in 1869 he was appointed by Judge Stonor to the office of registrar of the Godalming County Court (Circuit No. 45), with which the magistracy of the Guildford County Court was combined a few months afterwards. He was also clerk to the Woking and Worplesdon School Boards, and he had an extensive general practice. Mr. White was a member of the Guildford Town Council from 1879 till 1882. He leaves a widow and eight children.

MR. JAMES JONES ASTON, Q.C.

Mr. James Jones Aston, Q.C., died at his residence, 13, Pembroke-gardens, Kensington, on the 17th inst., after a long illness. Mr. Aston was born in 1822. He was called to the bar at the Middle Temple in Michaelmas Term, 1846, and he was a member of the Northern Circuit. He held for several years the local rank of Queen's Counsel for the County Palatine of Lancaster, having been the last holder of that title, and in 1880 he received a silk gown from Lord Cairns. Mr. Aston acted for many years as assessor to the Sheriff of Lancashire.

MR. JOHN DEEDES

Mr. John Deedes, barrister, died at 26, Chapel-street, Belgrave-square, on the 11th inst., in his eighty-second year. Mr. Deedes was the fifth son of Mr. William Deedes, of Sandling-park, Kent, his mother being the daughter of Sir Brook Bridges, Bart., and was born in 1803. He was educated at Trinity College, Cambridge, and he was called to the bar at the Inner Temple in Trinity Term, 1829. He formerly practised on the Home Circuit and at the Kent Sessions. He had a considerable local criminal practice, and he was for many years a revising barrister. He also held the rectorships of the City of Canterbury, and of the boroughs of Deal and Sandwich, which appointments he resigned about twelve years ago. Mr. Deedes had been for many years a bencher of the Inner Temple, and he was a director of the Law Life Insurance Company.

MR. THOMAS PART.

Mr. Thomas Part, solicitor, formerly of Wigan, died at his residence, Aldenham Lodge, Herts, on the 11th inst., in his eighty-sixth year. Mr. Part was the son of Mr. Samuel Part, of Chowbent, Lancashire, and was born in 1799. He served his articles with Mr. Henry Gaskell, of Wigan, and he was admitted a solicitor in 1822. After being for five years engaged in the office of Messrs. Adlington & Co., of Bedford-row, he returned to Wigan, and acted for some time as clerk to Mr. Gaskell. In 1829 he commenced to practise at Wigan on his own account, and, two years later, he went into partnership with the late Mr. Edward Woodcock. At a later period the firm was joined by Mr. Edward Scott, and, more recently, Mr. Part was associated with Mr. Edward Holme Woodcock, Mr. Oswald Walmsley, and Mr. Thomas Hoyle Hope. Mr. Part had,

for many years, an important private practice, and had filled several local appointments. On the passing of the Municipal Corporations Act, 1836, Messrs. Woodcock & Part were appointed clerks to the borough magistrates at Wigan, and the firm were also, for many years, joint clerks to the county magistrates at that place. They were also clerks to the Wigan, Chorley, and Ormskirk Court of Requests, and, on the passing of the first County Courts Act, they were appointed joint registrars of the Wigan, Chorley, and Ormskirk County Court. After the sub-division of the districts, Mr. Part became registrar of the Chorley County Court (Circuit No. 4), which office he held till 1873. Mr. Part was extensively engaged in the development of railway communication in Wigan and the surrounding district, and he obtained the passing of the original Act for the making of the North Union Railway. He was formerly solicitor to the Bridgewater Trustees, in which capacity he carried out the transfer of the Bridgewater Canal to the Leeds and Liverpool Canal Company. Mr. Part was solicitor to many of the large colliery companies and firms in Lancashire, in some of which he was personally interested. He had also rendered great public services in developing Southport as a watering-place, having been one of the trustees of the Seabrick Estates, and he obtained the passing of the Southport Improvement Act. He was also one of the original directors of the Southport Waterworks Company. He was engaged by the Government in 1842 in prosecuting a number of Chartist rioters in the Wigan district. Mr. Part resigned the clerkship to the borough magistrates in 1874, and in 1883 he finally retired from business, and he had since lived in Hertfordshire. Although he had suffered much from chronic bronchitis and neuralgia, he was able to transact business until within a fortnight of the day of his death. Mr. Part was married in 1844 to the daughter of Mr. Thomas Woodcock, of Wigan, and he leaves two sons and one daughter. His eldest son, Mr. Charles Thomas Part, was called to the bar at the Inner Temple in Trinity Term, 1871, and is a member of the Northern Circuit. The Wigan Town Council have unanimously passed a vote of condolence with Mr. Part's family. He was buried in Aldenham Churchyard on the 15th inst.

MR. EDWIN NEWMAN.

Mr. Edwin Newman, solicitor (of the firm of Newman, Paynter, & Gould), of 1, Clement's-inn, and of Yeovil, died at Yeovil on the 22nd inst., at the age of eighty-two. Mr. Newman was born in 1802. He was admitted a solicitor in 1826, and he had for many years practised at Yeovil, having also had a London office, first at 7, King's Bench-walk, Temple, and more recently at 1, Clement's-inn. He was a perpetual commissioner for the cities of London and Westminster, and for Middlesex, Somersetshire, and Dorsetshire. Mr. Newman was, at the time of his death, associated in partnership with Mr. James Bernard Paynter and Mr. Frederick Joseph Mogg Gould.

MR. SAMUEL VEASEY.

Mr. Samuel Veasey, late of Baldock, Herts, solicitor, died on the 18th inst., at his residence at Baldock. He had attained the great age of eighty-eight years within two months, having been born on the 3rd of March, 1797, and was probably the oldest member of his profession in the county. He was a son of Mr. David Veasey, of Huntingdon, where he was educated. Mr. Veasey was articled to Mr. Spark, a well-known solicitor, of Bury St. Edmunds. He afterwards entered as a student at Gray's-inn, intending to read for the bar, but subsequently was admitted a solicitor in Hilary Term, 1819. About the year 1822 Mr. Veasey settled at Baldock, entering into partnership with Mr. Isaac Hindley, to whose business he afterwards succeeded. Mr. Veasey held, up to the time of his death, the office of clerk to the Stevenage bench of magistrates, and clerk to the Baldock Local Board, and had held most of the public offices in the immediate locality. He had been for some time previously to his death incapacitated for active practice, and his business was, therefore, conducted by his nephew and partner, Mr. Alexander Balderston, who now succeeds to the practice. Mr. Veasey married, in 1836, Margaret, daughter of Walter Urquhart, Esq., of Warlese, by whom he had issue one daughter, Agnes Margaret, now the wife of the Rev. Edward Leathes Young Deacle, late minor canon and precentor of Chester Cathedral. During Mr. Veasey's long residence at Baldock he had obtained the respect and esteem of his fellow-townsmen, with whom he had been identified in all progressive and charitable movements.

MR. JOHN GWYNN JEFFREYS, F.R.S.

Mr. John Gwynn Jeffreys, barrister, F.R.S., died at 1, The Terrace, Kensington, on the 24th inst., at the age of seventy-six, after a short illness. Mr. Jeffreys was born at Swansea in 1809. He was admitted a solicitor about the year 1830, and he practised for several years at Swansea. He afterwards entered at Lincoln's-inn, where he was called to the bar in Easter Term, 1856. He had for some time a fair practice as an equity draftsman and conveyancer, and also before parliamentary committees, but he had for many years devoted himself entirely to scientific pursuits. Mr. Jeffreys had obtained a wide reputation as a conchologist. He accompanied Dr. Carpenter and Sir Wyville Thompson upon a scientific voyage in *The Porcupine*, and on the occasion of the last English Arctic Expedition he went to Davis' Straits on board *The Valorous*. He was the author of a work on British Conchology, and he had contributed many papers to the transactions of the Royal Society, of which body he was a fellow. He was formerly treasurer of the Geological Society, and he was one of the founders of the Marine Biological Association of Great Britain. In 1877 he presided over the Biological Section of the British Association.

Mr. Jeffreys was a magistrate and deputy-lieutenant for Hertfordshire, of which county he was high sheriff in 1877, and he was also a magistrate for Glamorganshire and Breconshire.

MR. JOSEPH BATLEY.

Mr. Joseph Batley, solicitor (of the firm of Brook, Freeman, & Batley), town clerk of Huddersfield, died at that place, on the 22nd inst., from congestion of the lungs. Mr. Batley was the son of Mr. Joseph Batley, of Armitage Bridge, Huddersfield, and was born in 1824. He served his articles with the late Mr. John Freeman, of Huddersfield. He was admitted a solicitor in 1849, and in the following year he joined the firm of Brook & Freeman. He was the head of the firm at the time of his death, when he was associated with Mr. Charles Edward Freeman and Mr. George Lewis Batley. He was secretary to the Huddersfield Chamber of Commerce from 1861 till 1866, when he resigned the appointment in consequence of the pressure of other engagements. In 1865 he became clerk to the Huddersfield Improvement Commissioners, and having been active in obtaining the charter of incorporation, he was in 1868 elected as the first town clerk of the borough. For nearly seventeen years he had rendered very important public services, especially in his capacity of parliamentary solicitor. Mr. Batley was also for several years local solicitor to the London and North-Western Railway Company. He was formerly an officer in the Huddersfield Rifle Volunteer Corps. He leaves a widow, six sons, and two daughters.

MR. HENRY SWEET.

Mr. Henry Sweet, the law publisher, who died at Weybridge on the 25th inst., was born at No. 1, Chancery-lane, in the year 1807. In 1837, after some years' sojourn in the United States, he joined his father, Mr. Stephen Sweet, and, shortly after, succeeded to the business. Much of his success in earlier years was due to the advice and assistance of his brother, the late Mr. George Sweet, the eminent conveyancer, whose edition of "Bythewood and Jarman" proved one of the most successful works on conveyancing ever published. The publication of the works of Lord St. Leonards—for one of which (Vendors and Purchasers) sums unprecedented in the annals of law books were paid to the author—also considerably served to add prestige to Mr. Sweet's business. In addition to considerable artistic abilities and a fund of humour, Mr. Sweet's genial manner and kindness of heart will bring regretful memories to many lawyers and fellow-publishers here and in the colonies.

LEGAL APPOINTMENTS.

Mr. RUDOLPH HERRIES SPEARMAN, barrister, who has been appointed Recorder of the Borough of Bridgnorth, in succession to Mr. William Cope, deceased, is the son of the late Sir Alexander Young Spearman, Bart. He was born in 1846, and was educated at Eton and at Oriel College, Oxford, where he graduated third class in classics in 1868. He was called to the bar at the Inner Temple in Michaelmas Term, 1869, and he practises on the Oxford Circuit and at the Staffordshire and Shropshire Sessions.

Mr. CHARLES FREDERICK SHACKLES, solicitor, of Hull, has been elected President of the Hull Incorporated Law Society for the ensuing year. Mr. Shackles was admitted a solicitor in 1848. He is in partnership with his son, Mr. George Lawrence Shackles.

Mr. WILLIAM WILKINSON BRUNTON, solicitor and notary, of West Hartlepool, has been elected President of the South Durham and North Yorkshire Law Society for the ensuing year. Mr. Brunton was admitted a solicitor in 1852. He is clerk to the county magistrates for the South Eden Division.

Mr. THOMAS PRICE WILLIS, solicitor, of Winalow, has been appointed Clerk to the Winalow Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, and Superintendent Registrar for the Winalow District, in succession to his father, the late Mr. David Thomas Willis.

Mr. EDMUND DRAN, solicitor, of 37, Walbrook, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. HENRY HOMEWOOD CRAWFORD, solicitor (of the firm of Crawford & Chester), of 90, Cannon-street, has been elected an Auditor of St. Bartholomew's Hospital. Mr. Crawford was admitted a solicitor in 1872. He is solicitor to the Vintners' Company, and one of the under-sheriffs of London and Middlesex for the present year.

Mr. CHARLES WILLIAM POWELL, solicitor, of Newport Pagnell, has been appointed Clerk to the Newport Pagnell Burial Board. Mr. Powell was admitted a solicitor in 1859.

Mr. GEORGE LOVIBOND, solicitor, of Bridgwater, has been appointed Clerk to the Somersetshire Drainage Commissioners, in succession to his father, the late Mr. Henry Lovibond. Mr. G. Lovibond was admitted a solicitor in 1869. He is registrar of the Bridgwater County Court.

Mr. STEPHEN JOHNSON, solicitor (of the firm of Johnson, Harris, & Dowding), of 8, Old Jewry, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ISAAC KABERRY, solicitor, of Pontefract, has been appointed Deputy-Coroner for the Honor of Pontefract, in the place of Major Arundel, who has resigned the office. Mr. Kaberry was admitted in 1875, and holds the appointment of clerk to the Featherstone Local Board, and solicitor and secretary to the Yorkshire Glass Bottle Manufacturers' Association.

Sir BENJAMIN PINE, K.C.M.G., has been elected Treasurer of the Honourable Society of Gray's-inn for the ensuing year.

DISSOLUTION OF PARTNERSHIPS.

PERCY CHARLES HARVEY, WILLIAM ROBERT OLIVER, and CHARLES CAPRON (Harvey, Oliver, & Capron), solicitors, formerly at 40, Chancery-lane, Middlesex, and lately at 41, Bedford-row, so far as regards the said William Robert Oliver. Jan. 26. Henceforward the said business will be carried on by the said Percy Charles Harvey and Charles Capron alone.

WILLIAM EDWOOD SHIRLEY, THOMAS ATKINSON, and HENRY EDWARD DONNER (Shirley, Atkinson, & Donner), solicitors, Scarborough. Jan. 1. [Gazette, Jan. 27.]

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The undermentioned gentlemen were, on the 26th inst., called to the bar:—

LINCOLN'S-INN.—Arthur Rawson Birks, B.A., Cambridge, scholar of Corpus Christi College; Thomas Barclay Cockerton, M.A., Oxford; Amelius Francis Ward Beauchamp, Trinity College, Cambridge; Thomas Richard Lee, B.A., Cambridge; Richard Cuming Benson, B.A., Oxford (Lincoln's-inn scholar in International and Constitutional Law, 1883); Leonard Francis Potts, B.A., Oxford; Arthur Turnour Murray, B.A., Oxford; Herbert Gerald Taaffe, University of London; David William Fenn, B.A., Cambridge; William Llewellyn Hacon, B.A., Oxford; John Lionel Alexander Monckton, Oriel College, Oxford; Harbhamji Ravaji (Kumar Shri Harbhamji Rawaji), B.A., Cambridge; Henry Rider Haggard, of Ditchingham-house, Norfolk; George Arthur Rimington, B.A., Oxford; Edward Arthur Lionel Batters, B.A., LL.B., Cambridge; Robert William Tarn Mitchell, B.A., Cambridge; Khirode Behary Dutt, Calcutta University; Jijibhai Edalji Modi, B.A., Bombay University; and Alfred Armitage Baker, of Edgbaston, Birmingham.

INNER TEMPLE.—Thomas Marchant Williams, B.A., London; Francis George Montagu Mason, M.A., Oxford; George Thorn Drury, B.A., Oxford; Norman Macdonald St. John Marsden Newton, B.A., Cambridge; Alfred Arthur Hudson; John Henry Helpman, B.A., LL.B., Cambridge; Thomas Reginald Colquhoun Dill, B.A., Oxford; Thomas Lynedoch Graham, B.A., Cambridge; Arthur Lawrence, M.A., Cambridge; Graham Balfour, B.A., Oxford; Walter Loudon Spofforth; Alfred Valentine Holland, B.A., Cambridge; Frank Osborne Roach; Harold Comerford Clarkson, B.A., Cambridge; George Edward Moke, B.A., Oxford; Edward Francis Bigg; Frank Rohrweger, Oxford; Herbert Young, M.A., B.C.L., Oxford; Herbert George Fordham; William Henry Maskew; Thomas Wagstaffe Haycraft, B.A., Oxford; Frederic Gorell Barnes, B.A., Cambridge; Ewald August Esselen; Archibald Henry Bodkin; and Francis Theodore Taylor Duka (holder of a pupil scholarship in Real Property Law, awarded by the Inner Temple, July, 1882), M.A., LL.B., Cambridge.

MIDDLE TEMPLE.—William Henry Christopher Payne, of Peterhouse, Cambridge University, B.A., first class scholar in International Law; Mohammed Rafique, B.A., University of Cambridge; Arthur Clavell Salter, first class scholar in Common Law; Henry Merrick; Joseph Vincent, Trinity Hall, Cambridge, B.A., LL.B.; Frederick Ritter, studentship, Common and International Law Scholar, of New Inn Hall, Oxford; W. Frederick Wilson, B.A., Oxford University; Jitendra Nath Pait, Campbell Foster, prizeman, Common Law prizeman, and scholar; Edward Abbott Parry, first class Common Law scholar; Edward George Ellis Stillwell; John Paul Rylands; William Greenwood, University of London; Thomas Dacres Butler; Arthur Herbert Davis; Arthur Le Trobe Foster, B.A., Jesus College, Cambridge; Martial Louis Auguste Noel, Licencié en Droit, Paris; Robert Staunton Bunch; Mohammed Adhool Majid; and Joshua Gittens Knight, scholar of Codrington College, Barbadoes.

GRAY'S-INN.—Edward Clayton (Bacon Scholar, 1880); Robert Byerley Parkes (Holt Scholar, 1882), LL.B., of the London University; George Knowles Paley, B.A., Christ College, Cambridge; Clement Boulton Roylance Kent, Trinity College, Oxford; and Charles Ross Alston, student at University College, London.

It is stated that Prince Edward of Wales has been entered as a student at the Middle Temple.

Dr. Asher writes to the *Times* to call attention to the fact that, under the new trade-mark law which came into operation in the German Empire in 1875, the ten years' protection of the trade-marks then registered expires this year, and applications for renewal will have to be made.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	V. C. BACON.	Mr. Justice KAY.
Mon., Feb. 3	Mr. Mrberton	Mr. Jackson	Mr. Merivale	Mr. Clowes
Tuesday 4	Ward	Carrington	King	Koe
Wednesday 5	Koe	Jackson	Merivale	Clowes
Thursday 6	Clowes	Carrington	King	Koe
Friday 7	Carrington	Jackson	Merivale	Clowes
Saturday 7	Jackson	Carrington	King	Koe

	Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PEARSON.
Monday, Feb. 3	Mr. Lavin	Mr. Teesdale	Mr. Ward
Tuesday 4	Pugh	Farrer	Pemberton
Wednesday 5	Lavin	Teesdale	Ward
Thursday 6	Pugh	Farrer	Pemberton
Friday 7	Lavin	Teesdale	Ward
Saturday 7	Pugh	Farrer	Pemberton

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EUREKA CONCRETE COMPANY, LIMITED.—Petition for winding up, presented Jan 19, directed to be heard before Chitty, J., on Jan 31. Nevill, Furnival's inn, solicitor for the petitioner

LONDON CELLULOSE COMPANY, LIMITED.—Bacon, V.C. has fixed Feb 4, at 12, at his chambers, for the appointment of an official liquidator

SOUTH WALES CRYSTALLIZING AND DECORATING COMPANY, LIMITED.—Kay, J., has appointed Monday, Feb 2, at 11, for the appointment of a liquidator. [Gazette, Jan. 23.]

CLUB PROPRIETARY, LIMITED.—By an order made by Pearson, J., dated Jan 17 it was ordered that the club be wound up. Ayliward, Clifford's inn, solicitor for the petitioner

ENGLISH AND FOREIGN BOTTLE COMPANY, LIMITED.—By an order made by Chitty, J., dated Jan 17, it was ordered that the company be wound up. Gibson, Lincoln's inn fields, solicitor for the petitioner

EUREKA CONCRETE COMPANY, LIMITED.—Petition for winding up, presented Jan 26, directed to be heard before Chitty, J., on Feb 7. Nelson and Co, King's Cross, solicitors for the petitioners

M. BRYAN AND CO. AND THE QUEEN SOAP AND PERFUMERY COMPANY, LIMITED.—By an order made by Chitty, J., dated Jan 17, it was ordered that the voluntary winding up of the company be continued. Linklater and Co, solicitors for the petitioner

MIDDLEBROUGH FIBRECK COMPANY, LIMITED.—By an order made by Pearson, J., dated Jan 17, it was ordered that the voluntary winding up of the company be continued. Ingledew and Co, St Benet chhrs, Fenchurch st, agents for Farrington, Middlebrough, solicitor for the petitioners [Gazette, Jan. 27.]

UNLIMITED IN CHANCERY.

PLYMOUTH WORKING MEN'S EQUITABLE LOAN SOCIETY.—Creditors are required, on or before Feb 23, to send their names and addresses to Ward West Arliss, 26, Westwell st, Plymouth. Tuesday, Mar 10, at 11, is appointed for hearing and adjudicating upon the debts and claims [Gazette, Jan. 23.]

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY, Lord Raglan Hotel, St Martin le Grand. Jan 15

INDEPENDENT ORDER OF ODD FELLOWS, NORTH MIDDLESEX UNITY, Shacklewell lane, Kingsland Jan 20

ROSE OF ENGLAND LODGE, UNITED ANCIENT ORDER OF DRUIDS FRIENDLY SOCIETY, Piece Inn, Low Common, Ossett, York. Jan 22

RUITON HILL FRIENDLY SOCIETY, Bull and Butcher Inn, Upper Gornal, Stafford Jan 30

SEBASTOPOL LODGE OF KNUZDEN INDEPENDENT DRUIDS, Knuzden Brook Inn, Blackburn, Lancaster. Jan 22 [Gazette, Jan. 23.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

DAY, JOHN WYATT, Wootton, Lincoln, Farmer. Feb 10. Lawton v Day, Chitty, J. Trough, Charles st, St James's sq

HEDGELY, JAMES, Tillingham, Essex, Farmer. Feb 10. Small v Hedgely, Pearson, J. Clapham, Bishopsgate st Without [Gazette, Jan. 16.]

COX, JOHN EATON, Harford st, Mile End rd. Feb 10. Cox v Norton, Chitty, J. Lea, Old Jewry chhrs

GIBSON, MARY, Worthington, Cumberland. Feb 20. Quirk v Quirk, Pearson, J. Hough, Carlisle

PRIOR, JAMES, Halestead, Essex, Innkeeper. Feb 18. Prior v Prior, Pearson, J. Morton, Halestead

QUIRK, HANNAH, Worthington, Cumberland. Feb 23. Quirk v Quirk, Pearson, J. Hough, Carlisle [Gazette, Jan. 20.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

BAKER, JOSIAH, Swanton Morley, Norfolk, Farmer. Feb 15. Cates, Fakenham

BURGESS, GEORGE, Lincoln's inn fields, Esq. Feb 21. Warry and Co, Lincoln's inn fields

BURGESS, ELIZABETH ANN, New Cross rd, Deptford. Feb 7. Sandom and Co, Gracechurch st

CHALONER, THOMAS, Gisborough, York, Esq. Feb 17. Munby and Scott, York

CROWDER, JOSEPH, Sheffield, Gentleman. Feb 18. Walter Ibbotson, Sheffield

DALWOOD, WILLIAM, Sherborne, Dorset, Painter. Feb 1. Ffooks, Sherborne

DE FERRE, BENJAMIN JUSTIN, Campbell rd, Bow, Gentleman. Feb 28. Van Sandau and Co, King st, Champs

EDMUNDS, JOHN, Manchester, Estate Agent. March 10. Farrar and Hall, Manchester

FLETCHER, ALFRED NEVETT, Great Missenden, Bucks, Esq. Feb 20. Gatty and Co, Crosby sq

GAINES, PHEBY, Denmark hill. Feb 23. Marsden and Wilson, Old Cavendish st

GORING, SIR CHARLES, Washington, Sussex, Bart. March 14. Holmes, Worthing

HILTON, CARMAN, Ashton under Lyne. Feb 7. Bromley, Ashton under Lyne

HOWTH, the Right Hon. HENRIETTA ELIZABETH DIGBY, Countess of, Dublin. March 5. Thompson and Tatlow, Dublin

HUBBARD, JOHN, St John's hill, New Wandsworth, Photographer. Feb 21

GREAVES and Todd, South sq, Gray's inn

HUSH, ANN, Bromley, Kent. Feb 10. Walter and Durham, Kingston on Thames

JAMES, THEODORE AUGUSTUS, Penmans Rectory, Glamorgan, Gentleman. March 1. Jackson and Jackson, Middlesborough

JURIE, ANN, Eastbourne. Jan 31. Fortescue and Sons, Banbury

MORRIS, LOUISA, Rickmansworth, Hertford. Feb 28. Woodbridge and Sons, Uxbridge

MURIN, SARAH, Buxton, Derby. Feb 21. Richardson, Buxton

RICHARDS, WILLIAM, Nottingham, Sanitary Inspector. Jan 31. Dowson and Wright, Nottingham

RICHARDSON, CHARLES COULTAS, Kingston upon Hull, Butcher. Feb 26. England and Co, Hull

ROYSTON, CHRISTOPHER, Accrington, Lancaster, Draper. Feb 10. Townsend, Rawson

RUDLER, JOHN, Heath Town, nr Wolverhampton, Butcher. Feb 10. Stirk and Brewer, Wolverhampton

SHAW, HARRIET, Helston, Cornwall. Feb 21. Grylls and Co, Helston

SIMS, ELIZA, Bath. Jan 30. Tittley, Bath

SMITH, ELIZABETH, Colchester. Feb 21. Goody and Son, Colchester

SMITH, RICHARD, Devonport, Devon, Licensed Victualler. Feb 2. Rundle, Devonport

SNELGROVE, SARAH, Downton, Wilts. Jan 31. Nodder and Gater, Salisbury

SOUTHWOOD, JOHN HENRY, jun, Houndaditch. March 2. Carpenter and Sons, Laurence Pountney lane

SPARROW, ANNE, Southport, Lancaster. Jan 15. Stone and Co, Liverpool

STRETTON, SEVERUS WILLIAM LYNAM, Southampton, Esq. Feb 14. Butlin and Pait, Nottingham

THACKERAY, SARAH, Salford, Lancaster. Feb 10. Slater and Co, Manchester

TURNER, MARIAN, Ovals, Lyonsall, Hereford. Feb 14. Pratt, Kingston

WILKINS, CHARLES BARNES, Bath, Esq. J.P. Feb 28. Stone and Co, Bath

WRIGHT, JAMES, Mossford Green, Barking Side, Essex, Market Gardener. March 2. Blewitt and Tyler, Gracechurch st [Gazette, Jan. 13.]

RAILLIE, FREDERICK PHILIP, Bristol, Stoker. March 1. Stone and Co, Bath

BANKS, WILLIAM, Prince of Wales' rd, Kentish Town. Feb 21. Roberts, New Compton st, Soho

BELL, JAMES, Scitveton, Nottingham, Licensed Victualler. March 2. Speed, Nottingham

BIRCH, JOHN, York, Law Stationer. March 21. Walker, York

BRADLEY, ANNIE GERTRUDE, Mimosa st, Fulham. March 16. Wood and Williamson, Manchester

CARTER, JOHN, Linthwaite, nr Huddersfield, Butcher. Feb 8. Learoyd and Piercy, Huddersfield

CRIPPS, CHARLOTTE LOUISA, St Leonard's on Sea. March 25. FitzHugh and Co, Brighton

DAWSON, JAMES, Victoria pk, nr Manchester, Buyer. March 16. Wood and Williamson, Manchester

DENNE, MARY ANN, Dene, Hythe, Kent. Feb 13. Frere and Co, Lincoln's inn fields

DICKEY, HENRY THOMAS STEPHEN, New sq, Lincoln's inn, Barrister at Law. Feb 23. Davidson and Co, Spring gdns

ELIOTT, GEORGE AUGUSTUS, Currage Camp, Kildare, Major. Feb 16. Bassett and Co, Southampton

GODOLPHIN, WILLIAM, Exeter, Upholsterer. March 6. Truscott, Exeter

HAMERLEY, HUGH, St Swithin, Southsea. March 14. Walker and Co, Theobald's rd, Gray's inn

HAMILTON, THOMAS BRAMSTON, Southampton, Esq. Feb 13. Farrar and Farrar, Wardrobe pl, Doctors' commons

HANCOX, ABRAHAM, Liverpool, Glass Dealer. Feb 16. Bremner and Co, Liverpool

HOWTH, Countess of. March 5. Thompson and Tatlow, Dublin

HUTT, Rev THOMAS GRANGER, Rotherham, Yorkshire, M.A. March 1. Wayman, Cambridge

JOHNSTON, THOMAS EDWARD, St James' pl, Esq. April 1. Clayton and Co, Lancaster pl, Strand

JONES, WILLIAM, Tranmere, Birkenhead, Chester. Feb 2. Newman, Liverpool

LEWIS, GEORGE CYRUS, Hereford sq, Brompton, Gent. March 25. Child and Norton, William st, Albert gate

MILLER, HENRY, White Horse st, Stepney, Licensed Victualler. Feb 23. Child, Paul's Bakehouse ct, Doctors' Commons

OAKES, HENRY FREDERICK, Sayerland, nr Polegate, Sussex, Gent. March 15. Flaxitt, Lincoln's inn fields

RAGG, SARAH, Whitby, Durham. March 15. Wilford, Sunderland

ROBERTAL, MORRIS, Edgbaston, Warwick, Gent. Feb 8. Price and Son, Birmingham

SEVERN, GEORGE, Uttoxeter, Stafford, Gardener. Jan 31. Hand, Uttoxeter

SHULDHAM, Rev JOHN, Cheltenham, Clerk. Feb 28. Ticehurst and Sons, Cheltenham

STAFFORD, GEORGE, Gloucester sq, Esq. March 9. Freshfields and Williams, Bank buildings

SUMMERFIELD, JOHN, Mitcham, Surrey, Tailor. Feb 10. Walter and Durham, Kingston upon Thames

THREE, CHARLES, West Chinnock, Somerset, Gent. March 15. Bennett, Bruton

WATERHOUSE, HENRY, Alderley Edge, Chester, Gent. March 16. Wood and Williamson, Manchester

WHITHAM, JOHN, Vickersdale, Stanningley, York, Coal Merchant. Feb 23. Tunnicliffe, Bradford

WISE, JOHN ADAMS, Checkly, Stafford, Farmer. March 1. Thacker and Cull, Cheshire

WRIGHT, THOMAS, Cheltenham, M.D. Feb 24. Ley Wood, Cheltenham [Gazette, Jan. 16.]

BELL, JOHN, Kimbolton, Hunts, Clerk in Holy Orders. April 1. Bell, Kingston-on-Thames

BISCHOFF, JAMES, Wiesbaden, Germany. March 2. Bompas and Co, Great Winchester st

BOYLE, ELIZABETH, Milton next Gravesend. March 7. Arnold and Co, Carey st, Lincoln's inn

BROADBENT, CHARLES, Saddleworth, York, Innkeeper. Feb 21. Rowbotham, Oldham

BUTCHER, JAMES, Hornsey rd, Islington, Gentleman. March 2. Poole, Bartholomew close

CAMBRIDGE, HENRY PICKARD, Radipole, Dorset, Esq. March 17. Andrews and Co, Weymouth

CARRICK, THEOPHILUS, Kingston upon Hull, Esq. March 16. Champney, Hull

CARTER, JOHN MOSES, Abingdon, Gentleman. Feb 21. Crowdy and Elwell, Highworth

CHARD, EDWARD, St John's park, Holloway, Gentleman. Feb 20. Robinson and Co, Lincoln's inn fields

CHATTERIS, HENRY, Queen Victoria st, Chartered Accountant. Feb 20. Davidson and Morris, Queen Victoria st

COOPER, SARAH HANNAH, York. Feb 28. Smithsons and Teasdale, York

CRITCHLEY, MARY, Sutton near St. Helens. Feb 18. Massey and Hains, St. Helens.
CROFT, PERCY JAMES, Kingstone Rectory, Kent, Clerk. March 1. Wanley-Croft, Kingstone, near Canterbury.
CURRIE, NAIL NELLAGE, Newcastle upon Tyne, Shipping Clerk. Feb 15. Rhage, Newcastle upon Tyne.
DRACON, JAMES GREENWOOD, Liverpool. March 1. Jones and Broadfoot, Liverpool.
DENNY, MARY LETITIA, Thornville, Leekhampton, Cheltenham. March 25. Guillaume and Sons, Bournemouth.
JOHNSON, MARGARET, Carlisle. March 1. Donald and Austell, Carlisle.
LAW, Very Rev HENRY, Gloucester, Clerk, M.A. Feb 28. Davies, Weston super Mare.
MASSEY, GEORGE, South Shore, Blackpool, Gentleman. March 2. Ascroft, Preston.
MEDLYN, MARY, Falmouth. Jan 31. Hollingsworth and Co, East India Avenue.
PLIMSAUL, JAMES VERNAM FREEMAN, South sq, Gray's inn, Gentleman. March 31. Foster, Birchlin lane.
ROGERS, SHEFFIELD STRANOWAYS ROBERT, Lieutenant Dorsetshire Regiment. Feb 28. Warty and Co, Lincoln's inn fields.
SCOTT, ANDREW JAMES, St Leonards on Sea, M.D. March 20. St Aubyn Angove, Chancery lane.
SPRYNG, ALFRED THOMAS, Tottenham court rd, Boot Maker. Feb 20. Cooke and Jones, Serjeants' inn, Chancery lane.
WARD, CHARLES, Peel Cottage, Bow, Packing Case Maker. March 17. Boulton and Co, Northampton sq.
WHALLEY, THOMAS, Liverpool, Seedsman. Feb 28. Walker and Co, Chester.
WIDN, Hon JANE MARY, Finborough rd, Brompton. Feb 20. Bell and Co, Bow Churchyard.
WOLFFENDER, CHARLES, Ashleigh Henton, near Bolton, Stock Broker. Feb 16. Broadbent and Heells, Bolton.
WOODHEAD, WILLIAM, Rotherham, York, Refreshment House Proprietor. Feb 28. Hickmott, Rotherham.

(Gazette, Jan. 20.)

SALES OF ENSUING WEEK.

Feb. 4.—Messrs. EDWIN FOX & BOVEFIELD, at the Mart, at 2 p.m., Freehold Ground Rents and Leasehold Property (see advertisement, Jan. 24, p. 4).
 Feb. 4.—Messrs. S. WALKER & RUNTZ, at the Mart, at 2 p.m., Reversions (see advertisements, Jan. 24, p. 4).

LONDON GAZETTES.

BANKRUPTCIES ANNULLED.

Under the Bankruptcy Act, 1869.

FRIDAY, Jan. 23, 1885.

Badkin, Frederic Conrad, Strand, Law Stationer. Dec 31

THE BANKRUPTCY ACT, 1883.

FRIDAY, Jan. 23, 1885.

RECEIVING ORDERS.

Anstie, Paul, and James Charles Cross, Bristol, Provision Merchants. Bristol. Pet Jan 12. Ord Jan 21. Exam Feb 25 at 12, at Guildhall, Bristol.
 Ayres, Thomas, Eldon st, Builder. High Court. Pet Dec 17. Ord Jan 20. Exam Feb 25 at 11 at 34, Lincoln's inn fields.
 Banks, John, Bath, Dyer. Bath. Pet Jan 21. Ord Jan 31. Exam Feb 19 at 13.
 Barber, Frederick Friend, Lower Walmer, Kent, Builder. Canterbury. Pet Jan 19. Ord Jan 19. Exam Jan 30.
 Barton, Charles Emerson, East Gate, Gt Grimsby, Mechanical Engineer. Gt Grimsby. Pet Jan 19. Ord Jan 19. Exam Feb 4 at 11.
 Bellamy, Andrew, Sheffield, Insurance Agent. Sheffield. Pet Jan 21. Ord Jan 21. Exam Feb 12 at 11.30.
 Bennett, Bedford, Minacea st, Fulham rd, Auctioneer's Clerk. High Court. Pet Jan 21. Ord Jan 21. Exam Feb 25 at 11 at 34, Lincoln's inn fields.
 Bonnick, John Butler, Malmesbury rd, Bow, Grocer. High Court. Pet Jan 21. Ord Jan 19. Exam Feb 25 at 11 at 34, Lincoln's inn fields.
 Brochner, Keld, Kielders, Elloughton, nr Brough, Yorkshire, Corn Agent. Kingston upon Hull. Pet Jan 19. Ord Jan 19. Exam Feb 9 at 2 at Court house, Townhall, Hull.
 Carow-Gibson, Edwin, Stillingslet, Littlehampton, Sussex, Dealer in Hounds. Brighton. Pet Dec 1. Ord Jan 19. Exam Feb 12 at 12.
 Crewes, James, Falmouth, Bootmaker. Truro. Pet Jan 20. Ord Jan 20. Exam Feb 7 at 11.
 Crook, William, Liverpool, Commercial Traveller. Liverpool. Pet Jan 20. Ord Jan 20. Exam Feb 2 at 11 at Court house, Government bldgs, Victoria st, Liverpool.
 Davies, James, Sedgley, Staffordshire, Royalty Master. Dudley. Pet Jan 19. Ord Jan 19. Exam Feb 3 at 12.
 Elton, F.C., Charles st, Regent st, Retired Colonel. High Court. Pet Nov 17. Ord Jan 21. Exam Mar 6 at 11 at 34, Lincoln's inn fields.
 Fenning, Daniel Dunkin, Shap, Westmorland, Granite Merchant. Carlisle. Pet Jan 19. Ord Jan 19. Exam Feb 3 at 11 at Court house, Carlisle.
 Fyle, W. Nelson, Cheapside. High Court. Pet Dec 31. Ord Jan 21. Exam Mar 6 at 11 at 34, Lincoln's inn fields.
 Gascoyne, William, Beckenham, Kent, Builder and Contractor. Croydon. Pet Dec 17. Ord Dec 17. Exam Jan 20.
 Harris, David William, Bristol, Tailor. Bristol. Pet Jan 8. Ord Jan 19. Exam Feb 12 at 12 at Guildhall, Bristol.
 Harris, Thomas Henry, Bristol, Out of business. Bristol. Pet Jan 8. Ord Jan 19. Exam Feb 12 at 12 at Guildhall, Bristol.
 Hollis, William, Birmingham, White Leather Dresser. Birmingham. Pet Jan 20. Ord Jan 20. Exam Feb 19 at 2.
 Hornblow, Freeman, Salisbury, Draper. Salisbury. Pet Jan 16. Ord Jan 16. Exam Feb 14 at 19.
 Hughes, Ellis, Glan Conway, Denbighshire, Joiner. Bangor. Pet Jan 19. Ord Jan 20. Exam Feb 23 at 12.30.
 Hughes, Henry, Stratford rd, Plaistow, Essex, Builder. High Court. Pet Jan 19. Ord Jan 20. Exam Feb 27 at 11 at 34, Lincoln's inn fields.
 Hutsby, Thomas, and William Thomas Peach, Swanwick Delves, nr Alfreton, Derbyshire, Coal Contractors. Derby. Pet Jan 16. Ord Jan 16. Exam Feb 14 at 19.
 Jackson, James, Birmingham, Tin Plate Worker. Birmingham. Pet Jan 6. Ord Jan 19. Exam Feb 3 at 2.
 Jackson, Joseph Elmitt, Gosberton, Lincolnshire, Draper. Peterborough. Pet Jan 21. Ord Jan 21. Exam Feb 11 at 12.
 James, Arthur William, and Alfred Winters, Leicester, Boot Manufacturers. Leicester. Pet Jan 8. Ord Jan 19. Exam Feb 4 at 10.

James, Oscar, Roath, Cardiff, Haulier. Cardiff. Pet Jan 19. Ord Jan 19. Exam Feb 16 at 2.
 Jeffery, Gabriel Francis, Leeds, Linen Merchant. Leeds. Pet Jan 19. Ord Jan 19. Exam Feb 3 at 11.
 Kershaw, Bakes, Gillington, Bradford, out of business. Bradford. Pet Jan 21. Ord Jan 21. Exam Feb 6 at 12.
 Lucas, John, Gauden rd, Clapham, Builder. Croydon. Pet Jan 19. Ord Jan 19. Exam Feb 20.
 Moon, William, Penton Lodge, near Andover, Gent. Salisbury. Pet Jan 19. Ord Jan 20. Exam Mar 13 at 12.
 Morrison, Thomas, Hucknall Torkard, Nottinghamshire, Shopkeeper. Nottingham. Pet Jan 19. Ord Jan 19. Exam Feb 17.
 Nixon, William, Gateshead, Durham, out of business. Newcastle on Tyne. Pet Jan 19. Ord Jan 19. Exam Jan 29.
 Noble, Henry, Darlington, Confectioner. Stockton on Tees and Middlesbrough. Pet Jan 21. Ord Jan 21. Exam Jan 28.
 Piggott, Thomas John James, Haddenham, Buckinghamshire, Cattle Dealer. Aylesbury. Pet Jan 13. Ord Jan 19. Exam Feb 11 at 11.30 at County Hall, Aylesbury.
 Quick, William, Clarendon ter, Stratford, Furniture Dealer. High Court. Pet Jan 21. Ord Jan 21. Exam Feb 26 at 11 at 34, Lincoln's inn fields.
 Rainford, William James, Frankwell, Shrewsbury, Grocer. Shrewsbury. Pet Jan 19. Ord Jan 19. Exam Feb 12 at 12 at the Shirehall.
 Richardson, Horace, and Joseph Webster, Borough High st, Hop Merchants. High Court. Pet Jan 8. Ord Jan 19. Exam Feb 26 at 11 at 34, Lincoln's inn fields.
 Sidney, Charles, Lincoln, Cabinet Maker. Lincoln. Pet Jan 19. Ord Jan 19. Exam Feb 3 at 12.30.
 Sissons, Robert, Lawrence lane, Commission Agent. High Court. Pet Jan 21. Ord Jan 21. Exam Mar 3 at 11 at 34, Lincoln's inn fields.
 Slawson, Ephraim Henry, Wellgate, Rotherham, Builder. Sheffield. Pet Jan 20. Ord Jan 20. Exam Feb 12 at 11.30.
 Smith, Thomas, Monkwearmouth Shore, Durham, Chain Maker. Sunderland. Pet Jan 20. Ord Jan 20. Exam Feb 5.
 Sowden, John William, Leeds, Grocer. Leeds. Pet Jan 21. Ord Jan 21. Exam Feb 3 at 11.
 Stevens, Richard, Beaufort ter, Fulham, China Dealer. High Court. Pet Jan 21. Ord Jan 21. Exam Mar 3 at 11.30 at 34, Lincoln's inn fields.
 Stott, Frederick, Bradford, Beerseller. Bradford. Pet Jan 21. Ord Jan 21. Exam Feb 6 at 12.
 Taylor, John Frederick, Borough High st, Hop Merchant. High Court. Pet Jan 20. Ord Jan 20. Exam Mar 3 at 11 at 34, Lincoln's inn fields.
 Varley, William, Leeds, Wheelwright. Leeds. Pet Jan 19. Ord Jan 19. Exam Feb 3 at 11.
 Walker, Edward, Chattarn, Lancashire, Licensed Victualler. Blackburn. Pet Dec 30. Ord Jan 20. Exam Feb 10 at 11.
 Watson, Leonard, Gateshead, Durham, Watchmaker. Newcastle on Tyne. Pet Jan 21. Ord Jan 21. Exam Feb 5.
 Webb, James, Witton, near Droitwich, Worcestershire, Innkeeper. Worcester. Pet Jan 19. Ord Jan 19. Exam Feb 3 at 11.30.
 Webber, George, and Lindsay Stevenson Presley Young, Brighton, Builders. Brighton. Pet Jan 20. Ord Jan 20. Exam Feb 12 at 12.
 Wright, William Daniel, Sedgley, Staffordshire, Corn Factor. Dudley. Pet Jan 16. Ord Jan 16. Exam Feb 3 at 11.30.
 Young, William, Rochdale, Lancashire, Confectioner. Oldham. Pet Jan 19. Ord Jan 20. Exam Feb 17 at 12.

FIRST MEETINGS.

Barton, Charles Emerson, Gt Grimsby, Mechanical Engineer. Feb 4 at 12.
 Official Receiver, Haven st, Gt Grimsby.
 Barwick, Joseph, Sudbury, Suffolk, Innkeeper. Jan 31 at 2 at Bull Inn, Sudbury.
 Blench, Thomas Wilkinian, Stockton-on-Tees, Hotel Keeper. Stockton on Tees and Middlesbrough. Feb 3 at 11. Official Receiver, 8, Albert rd, Middlesbrough.
 Blyth, Alfred, Elgin crescent, Notting hill, out of business. Feb 3 at 3 at 33, Carey st, Lincoln's inn.
 Bonney, Edward James, Gorleston, Suffolk, Fishing Boat Owner. Jan 30 at 2.30.
 Mr. Lovewell Blake, South Quay, Gt Yarmouth.
 Campbell, Thomas, West Hartlepool, Grocer. Jan 30 at 1.30. Official Receiver, 21, Fawcett st, Sunderland.
 Carew, Gibson Edwin, Shillingfleet, Littlehampton, Sussex, Dealer in Hounds. Feb 2 at 2.30 at 29, Bond st, Brighton.
 Chisham, John Henry, Bingham, Nottinghamshire, Auctioneer. Jan 30 at 12.
 Official Receiver, Exchange walk, Nottingham.
 Connor, James William, Newport, Monmouthshire, Cloth Merchant. Feb 2 at 1.30. Official Receiver, 12, Tredegar pl, Newport.
 Davies, James, Sedgley, Staffordshire, Royalty Master. Feb 3 at 10.30. Official Receiver, Dudley.
 Davies, Thomas, Anfield, nr Liverpool, Builder. Feb 3 at 2. Official Receiver, 35, Victoria st, Liverpool.
 Dixon, Charles, Skemess, Lincolnshire, Lodging House Keeper. Mar 5 at 11.30.
 Official Receiver, 48, 3, High st, Boston.
 Dutton, Ralph, Liverpool, Confectioner. Feb 4 at 2. Official Receiver, 35, Victoria st, Liverpool.
 Francis, Edward, Pontnewydd, Monmouthshire. Feb 2 at 12. Official Receiver, 12, Tredegar pl, Newport.
 Gascoyne, William, Beckenham, Kent, Builder. Feb 2 at 11. Official Receiver, 109, Victoria st, Westminster.
 Golden, Charles, Black Horse rd, Deptford, Oil Merchant. Feb 2 at 3. Official Receiver, 109, Victoria st, Westminster.
 Griffiths, James, Queen Victoria st, Tintplate Printer. Feb 5 at 2. 33, Carey st, Lincoln's inn.
 Harris, Thomas Henry, Bristol, Out of business. Feb 3 at 12. Official Receiver, Bank Chambers, Bristol.
 Harris, William David, Bristol, Tailor. Feb 2 at 1. Official Receiver, Bank Chambers, Bristol.
 Hollis, William, Birmingham, White Leather Dresser. Feb 2 at 11. Official Receiver, Whitehall Chambers, Colmore row, Birmingham.
 Hornblow, Freeman, Salisbury, Draper. Feb 2 at 2. Official Receiver, Salisbury.
 Hunt, Henry, Stroud, Gloucestershire, Manager. Jan 31 at 4.15. George Hotel, Stroud, Gloucestershire.
 Hutsby, Thomas, and William Thomas Peach, Swanwick Delves, nr Alfreton, Derbyshire, Coal Contractors. Jan 30 at 2. Official Receiver, St James's Chambers, Derby.
 Istance, Alfred, Llanboidy, Carmarthenshire, Draper. Jan 30 at 2.30. Official Receiver, 8, Quay st, Carmarthen.
 Jackson, James, Birmingham, Tinplate Worker. Feb 3 at 11. Official Receiver, Whitehall Chambers, Colmore row, Birmingham.
 James, Arthur William, and Alfred Winters, Leicester, Boot Manufacturers. Feb 2 at 8. 28, Friar lane, Leicester.
 Morrison, Thomas, Hucknall Torkard, Nottinghamshire, Shopkeeper. Feb 3 at 12. Official Receiver, Exchange walk, Nottingham.
 Nixon, William, Gateshead, Out of business. Jan 20 at 11. Official Receiver, County Chambers, Westgate rd, Newcastle on Tyne.
 Norman, William, Lowestoft, Suffolk, Fishing Boat Owner. Jan 30 at 4.30. Suffolk Hotel, Lowestoft.
 Page, Samuel, Croydon, Butcher. Feb 4 at 2.30. Cavendish Hotel, Croydon.
 Pauling, Charles, Godman st, Fur Merchant. Feb 5 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

Rainford, William James, Frankwell, Shrewsbury, Grocer. Feb 3 at 12.30 at 9, the Square, Shrewsbury.
 Sidney, Charles, Lincoln, Cabinet Maker. Feb 2 at 12. Official Receiver, 2, St Benedict's sq, Lincoln.
 Slawson, Ephraim Henry, Rotherham, Yorkshire, Builder. Feb 3 at 11. Official Receiver, Figtrees lane, Sheffield.
 Sowden, John William, Leeds, Grocer. Feb 2 at 11. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds.
 Stam, Louis, Liverpool, Glasier. Feb 3 at 3. Official Receiver, 35, Victoria st, Liverpool.
 Taylor, Thomas, Wetling st, Commission Agent. Feb 3 at 1 at 33, Carey st, Lincoln's inn.
 Watson, Leonard, Gateshead, Watchmaker. Feb 4 at 11. Official Receiver, County chmbrs, Westgate rd, Newcastle on Tyne.
 Watson, William J., Elgin rd, Harrow rd, Retired Major. Feb 2 at 2 at 33, Carey st, Lincoln's inn.
 Webb, James, Wotton, nr Droitwich, Worcestershire, Innkeeper. Feb 3 at 10.30. Official Receiver, Worcester.
 Webster, William, Mark lane, Corn Merchant. Feb 5 at 2 at Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Whistmough, James Riley, Leeds, out of business, Jan 31 at 11. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds.
 White, John, Middlesborough, Publican. Jan 30 at 11. Official Receiver, 8, Albert rd, Middlesborough.
 Woolner, Richard, and Walter Nugent Morton, Muscovy ct, Tower Hill, Corn-factors. Feb 5 at 1 at 33, Carey st, Lincoln's inn.
 Wolsley, Edward Saint George, Edgware rd, Solicitor. Feb 3 at 2 at 33, Carey st, Lincoln's inn.
 Wright, William Daniel, Sedgley, Staffordshire, Corn Factor. Feb 3 at 11. Official Receiver, Dudley.
 Young, William, Rochdale, Lancashire, Confectioner. Feb 3 at 3.30 at Townhall, Rochdale.

ADJUDICATIONS.

Atkinson, Edward James, Michael's grove, South Kensington, Gent. High Court. Pet July 30. Ord Jan 30.
 Barton, Charles Emerson, East gate, Gt Grimsby, Mechanical Engineer. Gt Grimsby. Pet Jan 12. Ord Jan 21.
 Bowtell, Frederick James, Brentwood, Essex, Decorator. Chelmsford. Pet Nov 8. Ord Jan 17.
 Bradford, Edwin, Blackboys, Framfield, Sussex, Rate Collector. Lewes and Eastbourne. Pet Dec 2. Ord Jan 19.
 Brain, John, Pickering, Yorkshire, Tanner. Scarborough. Pet Dec 23. Ord Jan 30.
 Brochner, Kield Kieldsen, Elloughton, Yorkshire, Corn Agent. Kingston on Hull. Pet Jan 19. Ord Jan 19.
 Connor, James William, Newport, Mon., Cloth Merchant. Newport. Pet Jan 14. Ord Jan 19.
 Cross, George, Shenfield, Essex, Groom. Chelmsford. Pet Dec 16. Ord Jan 17.
 Davies, James, Sedgley, Staffordshire, Royalty Master. Dudley. Pet Jan 19. Ord Jan 30.
 Dixon, Charles, Skegness, Lincolnshire, Lodging house Keeper. Boston. Pet Oct 26. Ord Jan 31.
 Furber, William, Hanwell, Middlesex, Farmer. Brentford. Pet Sept 16. Ord Jan 16.
 Gore, R Manley, Otlands, Iford, Sussex, Gent. Lewes and Eastbourne. Pet Dec 5. Ord Jan 19.
 Gray, George, Sheffield, Potato Merchant. Sheffield. Pet Jan 5. Ord Jan 30.
 Hadley, Eli, Walsall, Staffordshire, Hardware Factor. Walsall. Pet Jan 5. Ord Jan 31.
 Harris, Henry Lawrence, Arigill st, Regent st, Accountant. High Court. Pet Nov 30. Ord Jan 31.
 Hatch, Jane Brown, and John Cornelius Hatch, West Cowes, I.W., Painters. Newport and Ryde. Pet Dec 10. Ord Dec 15.
 Holland, William Thomas, Leicester, Furniture Dealer. Leicester. Pet Nov 6. Ord Jan 17.
 Hughes, Ellis, Glan Conway, Denbighshire, Joiner. Bangor. Pet Jan 19. Ord Jan 30.
 Hunt, H., High st, Stoke Newington, Watchmaker. High Court. Pet Sept 13. Ord Jan 19.
 Hutaby, Thomas, and William Thomas Peach, Pentrich, Derbyshire, Coal Contractors. Derby. Pet Jan 10. Ord Jan 16.
 Ingram, Elizabeth Valerie, Marlborough crescent, Chiswick, Brentford. Pet Nov 19. Ord Jan 16.
 Istance, Alfred, Llanboidy, Carmarthenshire, Draper. Pembroke Dock. Pet Jan 12. Ord Jan 19.
 Kershaw, Bakes, Gillington, Bradford, late Builder. Bradford. Pet Jan 21. Ord Jan 31.
 Lipscomb, Rev. Edwin Francis, Aston Botterrell, Salop, Clerk. Kidderminster. Pet Sept 6. Ord Jan 31.
 Midgley, James, Halifax, Yorkshire, Halifax. Pet Dec 31. Ord Jan 19.
 Morrison, Thomas, Hucknall Torkard, Nottinghamshire, Shopkeeper. Nottingham. Pet Jan 19. Ord Jan 31.
 Murphy, Michael Joseph, Lewisham rd, Kent, Tailor. Greenwich. Pet Jan 12. Ord Jan 19.
 Nendick, Thomas, Old Malton, Yorkshire, Tailor. Scarborough. Pet Dec 22. Ord Jan 30.
 Nixon, William, Gateshead, Durham, out of business. Newcastle on Tyne. Pet Jan 19. Ord Jan 31.
 Owen, Mary Elizabeth, and Sarah Jennings, Hanley, Milliners. Hanley, Burslem, and Tunstall. Pet Jan 14. Ord Jan 19.
 Pamphilon, John Thomas, Chigwell, Essex, Builder. Chelmsford. Pet Oct 4. Ord Jan 17.
 Papillon, Rev. Thomas Henry, Chenistone gardens, Kensington, Clerk. High Court. Pet Nov 13. Ord Jan 16.
 Parker, Clement, Sheffield, Builder. Sheffield. Pet Jan 6. Ord Jan 30.
 Purdy, Robert Playford, Gt Yarmouth, Fishing Boat Owner. Great Yarmouth. Pet Jan 7. Ord Jan 31.
 Salmon, Charles Goodwin, Henry Robert Woods, and Esther Woods, Gorleston, Suffolk, Fishing Boat Owners. Great Yarmouth. Pet Dec 31. Ord Jan 19.
 Satchwell, Walter, Southampton, Licensed Victualler. Southampton. Pet Dec 16. Ord Jan 30.
 Sergeant, Peter Lang, Bournemouth, Dealer in Berlin Wools. Poole. Pet Jan 5. Ord Jan 30.
 Sidney, Charles, Lincoln, Cabinet Maker. Lincoln. Pet Jan 19. Ord Jan 30.
 Slawson, Ephraim Henry, Rotherham, Builder. Sheffield. Pet Jan 23. Ord Jan 30.
 Stansfield, William Henry, Ripponden, near Halifax, Printer. Halifax. Pet Jan 17. Ord Jan 19.
 Tanner, Alfred Henry, Hanwell, no occupation. Brentford. Pet Dec 13. Ord Jan 30.
 Taverner, Mary Ann, Birmingham, General Dealer. Birmingham. Pet Jan 10. Ord Jan 19.
 Varley, William, Leeds, Wheelwright. Leeds. Pet Jan 19. Ord Jan 19.
 Webb, James, Wotton, nr Droitwich, Worcestershire, Innkeeper. Worcester. Pet Jan 19. Ord Jan 19.
 Wood, George Henry, Golcar, near Huddersfield, Joiner. Huddersfield. Pet Jan 5. Ord Jan 19.

ADJUDICATION ANNULLED.

Booley, John, Jun, and Andrew Booley, Bristol, Joint Owners of Ferry Boat. Bristol. Adjud Oct 23. Annul Jan 16.

TUESDAY, Jan. 27, 1885.

RECEIVING ORDERS.

Abraham, John George, Sparsholt, nr Wantage, Berkshire, Farmer. Oxford. Pet Dec 20. Ord Jan 30. Exam Feb 23 at 12.
 Aldous, Edwin, Carshalton, Surrey, Builder. Croydon. Pet Jan 23. Ord Jan 23. Exam Feb 20.
 Amer, Joseph, Birkenhead, Butcher. Liverpool. Pet Dec 23. Ord Jan 23. Exam Feb 5 at 11 at the Court house, Government bldgs, Victoria st, Liverpool.
 Bettany, James, Walsall, China Dealer. Walsall. Pet Jan 22. Ord Jan 22. Exam Feb 12 at 2.
 Cheesbrough, Abraham, Wetherby, Yorkshire, Tailor. York. Pet Jan 19. Ord Jan 21. Exam Feb 16 at 11.
 Conder, Richard, Hawthorn st, Balls Pond rd, Builder. High Court. Pet Jan 22. Ord Jan 22. Exam March 4 at 11 at 34, Lincoln's inn fields.
 Dale, Charles, Northampton, Baker. Northampton. Pet Jan 21. Ord Jan 21. Exam Feb 18.
 Drewry, Benjamin, Upper Marylebone st, Cheesemonger. High Court. Pet Jan 24. Ord Jan 24. Exam March 6 at 11 at 34, Lincoln's inn fields.
 Dudin, John, jun, Wallington, Surrey, of no occupation. Croydon. Pet Dec 31. Ord Jan 23. Exam Feb 20.
 Ellis, James Henry, Northwich, Cheshire, Musical Instrument Dealer. Northwich and Crewe. Pet Jan 24. Ord Jan 24. Exam Feb 17 at 12 at Northwich.
 Ellis, John, Birkenhead, Gt Grimsby, out of business. Gt Grimsby. Pet Jan 22. Ord Jan 23. Exam Feb 11 at 11 at Townhall, Grimsby.
 Farage, Daniel Savory, Horsham, Sussex, Boot Factor. Brighton. Pet Jan 22. Ord Jan 22. Exam Feb 12 at 12.
 Friend, Morris, Church st, Shoreditch, Outfitter. High Court. Pet Jan 22. Ord Jan 22. Exam March 6 at 11 at 34, Lincoln's inn fields.
 Hall, Jonathan Streeter, Brighton, Fixture Dealer. Brighton. Pet Jan 24. Ord Jan 24. Exam Feb 12 at 12.
 Hanson, John William, Marsh, Huddersfield, Commission Agent. Huddersfield. Pet Jan 23. Ord Jan 23. Exam Feb 27 at 10.
 Johnston, Charles Joseph, Abel Parkinson, and Edward Johnston, Widnes, Lancashire, Grocers. Liverpool. Pet Jan 21. Ord Jan 22. Exam Feb 3 at 11.30 at Court house, Government bldgs, Victoria st, Liverpool.
 Jones, John William, Blaenau Ffestiniog, Merionethshire, Grocer. Bangor. Pet Jan 23. Ord Jan 23. Exam Feb 23 at 12.30.
 Jubb, Edwin, Batley Carr, nr Dewsbury, Rag Merchant. Dewsbury. Pet Jan 13. Ord Jan 24. Exam Feb 24.
 Kennard, Dan Bentley, Margate, Kent, China Dealer. Canterbury. Pet Jan 21. Ord Jan 22. Exam Feb 6.
 Knight, Walter, Ilkeston, Derbyshire, Grocer. Derby. Pet Jan 10. Ord Jan 23. Exam Feb 14.
 Lansdown, Edwin Samuel, and Edward Sydney Lansdown, Bath, Somersetshire, Chair Manufacturers. Bath. Pet Jan 22. Ord Jan 22. Exam Feb 19 at 12.
 Levy, Isaac, St Stephen's rd, Bow, Iron Merchant. High Court. Pet Dec 22. Ord Jan 24. Exam Mar 5 at 11 at 34, Lincoln's inn fields.
 Linton, Henry, Old st, St Luke's, Furniture Dealer. High Court. Pet Dec 15. Ord Jan 24. Exam Mar 5 at 11 at 34, Lincoln's inn fields.
 Pearce, W. O., Gracechurch st, Timber Merchant. High Court. Pet Dec 1. Ord Jan 23. Exam Feb 26 at 11 at 34, Lincoln's inn fields.
 Pugh, John, Wigmore, Herefordshire, Farmer. Leominster. Pet Jan 23. Ord Jan 24. Exam Feb 13 at 10.
 Quinn, James, Gateshead, Durham, Spirit Merchant. Newcastle on Tyne. Pet Jan 23. Ord Jan 24. Exam Feb 3.
 Raven, William Hardy, Regent st, Hatter. High Court. Pet Jan 24. Ord Jan 24. Exam Feb 26 at 11 at 34, Lincoln's inn fields.
 Rushworth, John, Liverpool, Milliner. Liverpool. Pet Jan 22. Ord Jan 22. Exam Feb 2 at 12 at Court house, Government bldgs, Victoria st, Liverpool.
 Seaver, Jonathan Pockrich, Hove, Sussex, Schoolmaster. Brighton. Pet Jan 22. Ord Jan 23. Exam Feb 12 at 12.
 Sellick, Philip, Croydon, Surrey, Stationer. Croydon. Pet Jan 22. Ord Jan 22. Exam Feb 13 at 12.
 Sinclair, John Archibald, Brighton, Dentist. Brighton. Pet Jan 23. Ord Jan 24. Exam Feb 12 at 12.
 Tanner, Benjamin, The Crescent, Putney, Confectioner. Wandsworth. Pet Jan 23. Ord Jan 24. Exam Feb 26.
 Webb, Charles Stephen, Woodford, Essex. High Court. Pet Jan 5. Ord Jan 22. Exam Mar 3 at 11.30 at 34, Lincoln's inn fields.
 Webster, Edward, Chichester, Inclined, Braunton, Devonshire, Gentleman. Barnstaple. Pet Jan 23. Ord Jan 23. Exam Feb 6 at 11 at Bridge hall, Barnstaple.
 Wood, Jeremiah, Bradford, Quarry Owner. Bradford. Pet Jan 21. Ord Jan 21. Exam Feb 10 at 12.

The following amended notice is substituted for that published in the

London Gazette of Jan 23, 1885.
 Webber, George, and Lindsay Stevenson Grocer Young, Brighton, Builders. Brighton. Pet Jan 20. Ord Jan 20. Exam Feb 12 at 12.

RECEIVING ORDERS RESCINDED.

Gledhill, Joseph, Lookwood, nr Huddersfield, Carrier. Huddersfield. Ord July 24. Rescind Dec 18.
 Gillett, William, jun, Kingston upon Hull, Hatter. Kingston upon Hull. Ord Nov 37. Rescind Jan 22.

FIRST MEETINGS.

Abraham, John George, Sparsholt, nr Wantage, Berkshire, Farmer. Feb 4 at 12.
 Official Receiver, 1, St Aldate st, Oxford.
 Aldous, Edwin, Carshalton, Surrey, Builder. Feb 5 at 3. Official Receiver, 109, Victoria st, Westminster.
 Amer, Joseph, Birkenhead, Butcher. Feb 5 at 3. Official Receiver, 35, Victoria st, Liverpool.
 Anstie, Paul, and James Charles Cross, Bristol, Wholesale Provision Merchants. Bristol.
 Banks, John, Bath, Dyer. Feb 4 at 12.30. Mr. Moore, High Bailiff, County Court, Bath.
 Barber, Frederick Friend, Lower Walmer, Kent, Builder. Feb 6, at 10, at 32, St. George's st, Canterbury.
 Bendon, Jacob, Castle alley, Whitechapel, Dealer in Foreign Pickles. Feb 6 at 12 at 33, Carey st, Lincoln's inn fields.
 Bettany, James, Walsall, Staffordshire, China Dealer. Feb 4 at 3.30. Official Receiver, Walsall.
 Brochner, Kield Kieldsen, Elloughton, near Brough, Yorkshire, Corn Agent. Feb 9 at 11 at The Hall of the Hull Incorporated Law Society, Lincoln's inn buildings, Bowdler lane, Hull.
 Checkley, Edward, Clifton hill, St John's Wood, Fancy Stationer. Feb 6 at 12 at Bankruptcy buildings, Portugal st, Lincoln's inn fields.
 Cheesbrough, Abraham, Wetherby, Yorkshire, Tailor. Feb 3 at 12. Official Receiver, York.
 Graddock, Thomas, Hopwell Hall Farm, Derbyshire, Steward. Feb 4 at 12 at Queens Hotel, Birmingham.
 Crewes, James, Falmouth, Boot Maker. Feb 3 at 2. Official Receiver, Boscawen st, Truro.
 Crook, William, Liverpool, Commercial Traveller. Feb 5 at 2. Official Receiver, 33 Victoria st, Liverpool.
 Davis, Godfrey, Colville gardens, Bayswater, Diamond Merchant. Feb 6 at 11 at 33, Carey st, Lincoln's inn.
 Digging, George, Roman rd, Bow, Brush Manufacturer. Feb 9 at 11 at 33, Carey st, Lincoln's inn.

Parage, Daniel Savory, Hortham, Sussex, Boot Factor. Feb 3 at 12.30 at Chamber of Commerce, Cheapide
 Penning, Daniel Dunkin, Ship, Westmoreland, Granite Merchant. Feb 5 at 2 at 34, Fisher st, Carlisle
 Hanson, John William, Huddersfield, Commission Agent. Feb 6 at 11. Official Receiver, New st, Huddersfield
 Harford, Andrew Thomas, Lowther arcade, Strand, Dealer in Fancy Goods Feb 5 at 11 at 33, Carey st, Lincoln's inn
 Hoare, Henry James, Castle st, Battersea, Journeyman Smith. Feb 6 at 2 at 23, Carey st, Lincoln's inn
 Howard, Edward, Upper Gloucester pl, Dorset sq, Builder. Feb 6 at 2 at Bankruptcy buildings, Portugal st, Lincoln's inn fields
 Hughes, Ellis, Glan Conway, Denbighshire, Joiner. Feb 4 at 12 at Junction Hotel, Llandudno Junction
 Jackson, Joseph Elmitt, Gosherton, Lincolnshire, Draper. Feb 3 at 12. White Hart Hotel, Spalding
 Jeffery, Gabriel Francis, Leeds, Linen Merchant. Feb 5 at 3. Official Receiver, St Andrew's Chambers, 22, Park row, Leeds
 Kennard, Dan Bentley, Margate, China Dealer. Feb 5 at 11. Bankruptcy Bldg, Portugal st
 Kershaw, Bakes, Bradford, Out of Business. Feb 4 at 11. Official Receiver, Ivegate Chambers, Bradford
 Knight, Walter, Ilkeston, Derbyshire, Grocer. Feb 6 at 2.30. Official Receiver, St James's Chambers, Derby
 Lansdown, Edwin Samuel, and Edward Sydney Lansdown, Bath, Chair Manufacturers. Feb 5 at 12.30. Official Receiver, Bank Chambers, Bristol
 Lucas, John, Gauden rd, Clapham, Builder. Feb 5 at 12. Official Receiver, 100, Victoria st, Westminster
 Millward, John, Liverpool, Waste Paper Merchant. Feb 5 at 2.30. Official Receiver, 35, Victoria st, Liverpool
 Noble, Henry, Skinnergate, Darlington, Confectioner. Feb 3 at 3. Official Receiver, 3, Albert rd, Middlesbrough
 Papin, Peter, Upper Westbourne ter. Feb 9 at 2. 33, Carey st Lincoln's inn
 Piggott, Thomas John James, Haddenham, Buckingham, Cattle Dealer. Feb 11 at 11. County Court Office, Aylesbury
 Quinn, James, Gateshead, Durham, Spirit Merchant. Feb 4 at 12. Official Receiver, County Chambers, Westgate rd, Newcastle on Tyne
 Ribbards, Henry Stephen, Myrtle st, Hoxton, Timber Dealer. Feb 9 at 12. 33, Carey st, Lincoln's inn
 Robertson, J, Walbrook, Builder's Merchant. Feb 5 at 12. 33, Carey st, Lincoln's inn
 Rushworth, John, Liverpool, Milliner. Feb 4 at 3. Official Receiver, Victoria st, Liverpool
 Seward, Dudley C, Nelson st, Camberwell, Secretary. Feb 6 at 11. 33, Carey st, Lincoln's inn
 Sellick, Philip, Croydon, Surrey, Stationer. Feb 6 at 3. Official Receiver, 100, Victoria st, Westminster
 Stott, Frederick, Bradford, Beerseller. Feb 4 at 12. Official Receiver, Ivegate chbrs, Bradford
 Varley, William, Leeds, Wheelwright. Feb 9 at 11. Official Receiver, 21, Park row, Leeds
 Webber, Edward Chichester Incedon, Brauton, Devonshire, Gent. Feb 3 at 2. 3, the Square, Barnstable
 Webber, George, and Lindsay Stevenson Gresley Young, Brighton, Builders. Feb 4 at 2.30. Official Receiver, 30, Bond st, Brighton
 ADJUDICATIONS.
 Adams, John, Brighton, Licensed Victualler. Brighton. Pet Dec 3. Ord Jan 22
 Ainsworth, Atherton, Wigan, Currier. Wigan. Pet Jan 8. Ord Jan 22
 Bettsay, James, Walsall, Staffordshire, China Dealer. Walsall. Pet Jan 22. Ord Jan 24
 Campbell, Thomas, West Hartlepool, Grocer. Sunderland. Pet May 3. Ord Jan 22
 Cowell, George Whiting, Canterbury, Veterinary Surgeon. Canterbury. Pet Jan 10. Ord Jan 23
 Crewes, James, Falmouth, Bootmaker. Truro. Pet Jan 30. Ord Jan 24
 Croft, Marmaduke, Bradford, Provision Dealer. Bradford. Pet Dec 23. Ord Jan 24
 Dale, Charles, Northampton, Baker and Provision Dealer. Northampton. Pet Jan 21. Ord Jan 21
 Dudley, Annie, Warwick st, Pimlico, Dressmaker. High Court. Pet Aug 30. Ord Jan 21
 Faggetter, Henry, Belenden rd, Peckham, Builder. High Court. Pet Dec 13. Ord Jan 21
 Foster, Blanche, Upper Grosvenor st, Widow. High Court. Pet Oct 13. Ord Jan 21
 Garrod, J. P., East Moulsey, Surrey, Solicitor. High Court. Pet May 14. Ord Jan 22
 Howell, Robert, Watling st, South st, Manchester sq, Commission and Hatter. High Court. Pet Dec 6. Ord Jan 21
 Hunt, Henry, Stroud, Gloucestershire, late Manager of the Stroud Gas Light and Coke Co. Gloucester. Pet Jan 6. Ord Jan 24
 Hyam, Ellis, Nottingham, Tailor. Nottingham. Pet Dec 19. Ord Jan 22
 Jackson, James, Birmingham, Tin Plate Worker. Birmingham. Pet Jan 6. Ord Jan 22
 Johnston, Charles Joseph, Abel Parkinson, and Edward Johnston, Widnes, Grocers and Provision Dealers. Liverpool. Pet Jan 21. Ord Jan 22

Jones, William John, Chippenham rd, Harrow rd, Baker and Confectioner. High Court. Pet Dec 4. Ord Jan 22
 Julott, Charles James, Manchester, Perambulator Manufacturer. Salford. Pet Dec 17. Ord Jan 22
 Lucas, John, Gauden rd, Clapham, Builder. Croydon. Pet Jan 16. Ord Jan 22
 Marchant, Edward William, South Shields, Tailor and Clothier. Newcastle on Tyne. Pet Jan 10. Ord Jan 24
 Noble, Henry, Darlington, Confectioner. Stockton on Tees. Pet Jan 21. Ord Jan 22
 Owen, Griffith, Penmaenmawr, Carnarvonshire, General Draper and Boot Warehouseman. Bangor. Pet Jan 9. Ord Jan 21
 Owen, William, Talysarn, Llanillyfni, Carnarvonshire, Boot and Shoe Maker. Bangor. Pet Jan 9. Ord Jan 24
 Petter, Samuel, and William Robert Petter, Lombard rd, Battersea, Engineers. Wandsworth. Pet Sept 10. Ord Nov 27
 Pugh, John, Wigmore, Herefordshire, Farmer. Leominster. Pet Jan 23. Ord Jan 24
 Redgrave, Elijah, jun, Folkestone, Licensed Victualler. Canterbury. Pet Dec 21. Ord Jan 17
 Sellick, Philip, Croydon, Surrey, Stationer. Croydon. Pet Jan 23. Ord Jan 22
 Stott, Frederick, Bradford, Beerseller. Bradford. Pet Jan 21. Ord Jan 22
 Taylor, Samuel, Margate, Boarding House Keeper. Canterbury. Pet Jan 12. Ord Jan 17
 Williamson, Thomas James, Charterhouse st, Coffee House Keeper. High Court. Pet Jan 1. Ord Jan 22
 ADJUDICATION ANNULLED.
 Knudsen, Knud Frederick. 75, Gracechurch st, Timber Agent. High Court. Adjud Dec 25. Annul Jan 24

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